

COLLECTIVE AGREEMENT

BETWEEN

THE SASKATOON CENTENNIAL AUDITORIUM CORPORATION

AND

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYES,
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
OF THE UNITED STATES, ITS TERRITORIES AND CANADA (I.A.T.S.E.),
LOCAL 300**

COVERING THE PERIOD JANUARY 1, 2004 TO DECEMBER 31, 2006

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THE SASKATOON CENTENNIAL AUDITORIUM CORPORATION
 -and-
 INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYES.
 MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
 OF THE UNITED STATES, ITS TERRITORIES AND CANADA (I.A.T.S.E.), LOCAL 300

<u>Article</u>	<u>SECTION A - GENERAL</u>	<u>Page</u>
A 1. TERM OF AGREEMENT.....		1
A2. UNION PLEDGE		1
A3. GENERAL.....		1
A4. GRIEVANCES.....		2
A5. AGREEMENT CONTEXT - UNION MEMBERS ON PERMANENT STAFF • UNION MEMBERS ON CALL.....		3
A6. DEFINITION OF THE BARGAINING UNIT AND STAFFING OF EVENTS.....		3
A7. UNION SECURITY.....		6
A8. OCCUPATIONAL HEALTH AND SAFETY.....		7
A9. VOTING TIME		7
A10. CENSURE.....		7
A 11. PARENTAL LEAVE		8
A12. TRAINING/FAMILIARIZATION.....		8
A13. "YELLOW CARD" SPECIFICATIONS.....		9
A14. UNION/MANAGEMENT COMMITTEE.....		9
A15. DISCRIMINATION AND FAIR EMPLOYMENT PRACTICE		9

SECTION B - PERMANENT EMPLOYEES

B1. UNION MEMBERS ON PERMANENT STAFF	10
B2. PAY DAYS	10
B3. SICK LEAVE PAY.....	10
B4. COMPASSIONATE LEAVE.....	12
B5. GROUP INSURANCE.....	12
B6. PUBLIC HOLIDAY.....	12
B7. ANNUAL VACATIONS.....	13
B8. HOURS OF WORK	14
B9. POSTING OF SCHEDULES.....	14
B10. REST/MEAL PERIOD	15
B11. PREMIUM PAY	16
B12. CALL OUT.....	16
B13. STANDBY	17
B14. WORKERS' COMPENSATION.....	17
B15. JURY AND WITNESS DUTY.....	17
B16. SEVERANCE PAY.....	18
B17. PENSION PLAN.....	18
B18. PHOTO CALLS.....	18
B19. MOTION PICTURES.....	18
B20. CREDITS.....	19
B21. RATES OF PAY.....	19
B22. FILLING OF VACANCIES.....	19
B23. PROBATION AND EVALUATION.....	19

SECTION C . TEMPORARY , CASUAL AND PART-TIME EMPLOYEES

C1. UNION MEMBERS ON CALL.....	20
C2. RELIEF TECHNICIANS	20
C3. EMPLOYMENT OF UNION MEMBERS.....	21
C4. PREMIUM PAY	21
C5. REST/MEAL PERIOD.....	22
C6. VACATIONS.....	22
C7. WORK ON PUBLIC HOLIDAYS.....	22
C8. WORKERS' COMPENSATION.....	22
C9. PAYMENT.....	22
C10. RATES OF PAY	23
SCHEDULE "A" WAGES	24

ALPHABETICAL INDEX

<u>Article</u>	<u>Page</u>
<u>SECTION A - GENERAL</u>	
AGREEMENT CONTEXT - UNION MEMBERS ON PERMANENT STAFF - UNION MEMBERS ON CALL	3
CENSURE.....	7
DEFINITION OF THE BARGAINING UNIT AND STAFFING OF EVENTS.....	3
DISCRIMINATION AND FAIR EMPLOYMENT PRACTICE.....	9
GENERAL.....	1
GRIEVANCES.....	2
OCCUPATIONAL HEALTH AND SAFETY	7
PARENTAL LEAVE.....	8
TERM OF AGREEMENT	1
TRAINING/FAMILIARIZATION	8
UNION PLEDGE.....	1
UNION SECURITY.....	6
UNION/MANAGEMENT COMMITTEE	9
VOTING TIME.....	7
"YELLOW CARD" SPECIFICATIONS.....	9

SECTIC B - PERMANENT EMPLOYEES

ANNUAL VACATIONS	13
CALL OUT.....	16
COMPASSIONATE LEAVE.....	12
CREDITS	19
FILLING OF VACANCIES	19
GROUP INSURANCE.....	12
HOURS OF WORK.....	14
JURY AND WITNESS DUTY.....	17
MOTION PICTURES.....	18
PAY DAYS.....	10
PENSION PLAN	18
PHOTO CALLS.....	18
POSTING OF SCHEDULES	14
PREMIUM PAY.....	16
PROBATION AND EVALUATION	19
PUBLIC HOLIDAY	12
RATES OF PAY.....	19
REST/MEAL PERIOD	15
SEVERANCE PAY.....	18
SICK LEAVE PAY	10
STANDBY.....	17
UNION MEMBERS ON PERMANENT STAFF	10
WORKERS' COMPENSATION.....	17

N C .TEMPORARY. CASUAL AND A .OY

EMPLOYMENT OF UNION MEMBERS	21
PAYMENT.....	22
PREMIUM PAY.....	21
RATES OF PAY.....	23
RELIEF TECHNICIANS.....	20
REST/MEAL PERIOD	22
UNION MEMBERS ON CALL.....	20
VACATIONS	22
WORK ON PUBLIC HOLIDAYS.....	22
WORKERS' COMPENSATION.....	22
SCHEDULE "A" WAGES	24

MEMORANDUM OF AGREEMENT made this 29th day of September, 2004.

Between:

**THE SASKATOON CENTENNIAL AUDITORIUM CORPORATION
hereinafter called the "S.C.A.C."**

- and -

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
OF THE UNITED STATES, ITS TERRITORIES AND CANADA (I.A.T.S.E.), LOCAL 300
hereinafter called the "Union"**

SECTION A - GENERAL

ARTICLE A1. TERM OF AGREEMENT

- Revised
- a) This Agreement shall come into force and take effect as and from the first (1st) day of January, 2004, and shall continue in force until the thirty-first (31st) day of December, 2006, and from year to year thereafter in accordance with the provisions of The Trade Union Act.
 - b) Either party wishing to renegotiate or terminate this Agreement shall give notice, in writing, of such desire to the other party **NOT LESS THAN** thirty (30) days and **NOT MORE THAN** sixty (60) days prior to the expiry date of this Agreement.
 - c) If notice to renegotiate has been given by either party and negotiations are not concluded on the expiry date of this Agreement, **THEN** this Agreement shall remain in force until a new Agreement is entered into.

ARTICLE A2. UNION PLEDGE

The Union agrees, both for itself and its members, that it will cooperate with the S.C.A.C. in the development, extension and improvement of business, and will do everything in its power to improve services in order that a maximum of harmony may exist in the workplace and the community.

ARTICLE A3. GENERAL

Regulations: It is agreed that the Management shall have the right to make such rules and regulations as may be deemed necessary for the conduct and management of the Auditorium; and the Union further agrees that its members shall obey all directions given by authorized representatives of the S.C.A.C. provided that they are not inconsistent with the terms of this Agreement. It is agreed that Management shall exercise its rights in a fair and just manner.

ARTICLE A4. GRIEVANCES

Any difference concerning the interpretation or application of this Agreement or concerning any alleged violation of this Agreement shall be dealt with without stoppage of work in the following manner:

The Union shall file all grievances as soon as is reasonably practicable and without delay following the incident giving rise to the grievance.

Any dispute or difference arising between the Employer and any employee or the Union shall first be referred to the Executive Director and the representative of the Union for discussion and settlement within seven (7) days of the filing of the grievance. If the Executive Director and the Union representative are unable to settle the dispute to their mutual satisfaction within fourteen (14) days from the date of filing of the grievance, then the dispute may be immediately referred to the Auditorium Board of Directors. The Board of Directors, or a Committee thereof, shall conduct a hearing and shall render, in writing, its decision on the dispute within thirty (30) days from the date of reference to the Board.

Should the dispute or difference not be settled by this means, then either party may institute the following Board of Arbitration proceedings within forty-five (45) days from the date of the Board's decision, or forty-five (45) days from the date the Board was required to render a decision if no decision has been rendered.

If a grievance is referred to a Board of Arbitration, each party shall nominate one (1) member to such Board within ten (10) days following notice by either party to the other that the grievance is being referred to a Board of Arbitration, and the third (3rd) member and Chairman of the Board shall be appointed by the two (2) members nominated by the parties involved. If the two (2) nominees cannot agree upon the appointment of the Chairman within ten (10) calendar days after the parties have informed each other or their respective nominees, the Minister of Labour shall be requested to appoint the Chairman of the Board of Arbitration.

The Board so constituted shall convene with reasonable dispatch and hear and determine the grievance.

The Award of the Board shall deal with all aspects of the matter or matters in dispute and shall be final and binding on both parties. The Award of a majority of the members of the Board shall be the Award of the Board.

Each party shall pay its own costs and expenses in connection with the Board and shall share equally the costs and expenses of the Chairman.

The Arbitration Act shall not apply to the proceedings of the Board.

ARTICLE A4. GRIEVANCES (continued)

The time appointed for the doing of any act under this section may be enlarged by mutual agreement of the parties, whether before or after the expiration of the time appointed.

ARTICLE A5. DEFINITION - UNION MEMBER

Union members on permanent staff are those individuals hired by S.C.A.C. and employed on a permanent basis in the classifications listed in Article B I of this Agreement.

Union members on call are those employees of S.C.A.C. or its lessee other than permanent employees.

a) Section B contains clauses and pay rates for Union members employed on a permanent basis. Those items specifically provided for in Section B shall apply only to Union members on the permanent staff of S.C.A.C.

b) Section C contains clauses and pay rates for Union members on call.

c) Committees to be Heard

Any Committee or steward of this Union shall, upon written request, be accorded a prompt hearing by the Executive Director, the Auditorium Board of Directors, in their respective order.

ARTICLE A6. DEFINITION OF THE BARGAINING UNIT AND STAFFING OF EVENTS

a) The S.C.A.C. Board of Directors recognizes the Union as the sole and exclusive bargaining agent for all persons employed in the unit defined by the Saskatchewan Labour Relations Board in its Certification Order issued the seventh (7th) day of November, A.D., 1968, as follows:

"All employees employed as Stage Electricians, Sound Technicians, Stage Carpenters, Projectionists and Stage Hands employed by the Saskatoon Centennial Auditorium Corporation, in the City of Saskatoon, in the Province of Saskatchewan, except a person having and regularly exercising authority to employ or discharge employees or regularly acting on behalf of Management in a confidential capacity."

b) All work engaged in the Auditorium other than in the meeting rooms that is normally performed by Stage Electricians, Sound Technicians, Stage Carpenters, Projectionists and Stage Hands shall be performed by members of the Union. However, should S.C.A.C. hire persons to perform such work in the meeting rooms, they shall be members of the Union.

ARTICLE A6. DEFINITION OF THE BARGAINING UNIT AND STAFFING OF EVENTS
(continued)

- c) i) The parties agree that, where there is no "Yellow Card", the determination of staff requirements for all events in the Main Theatre shall be the subject of mutual agreement between Management's representative and the Stage Carpenter.
- ii) Except for events as described in A6 c) iii), it is agreed that the minimum staff requirement for all events (including setup, take out, rehearsal, etc.) in the Main Theatre shall be the three (3) permanent employees defined in Article B I a) as:
 - Stage Lighting Technician
 - Audio Technician
 - Stage Carpenter
- iii) For dinners on stage, or an event of a type which has not historically been presented in the Main Theatre, which is sponsored and promoted solely by S.C.A.C., A6 c) i) shall apply to staffing and hours worked.
- c) iv) Summer Months (July, August, September):

Staffing requirements for non-traditional events in the main stage area, including banquets, weddings and cabarets, shall be the subject of mutual agreement between Management's representative and the Stage Carpenter. In these cases, call-in employees will work on an "as required" basis. Permanent employees normally laid off during July, August and September and called back shall be required to work as relief technicians under Article C2 a) through f). Section B8 b) will not apply in this instance. However, Article B I c) will apply. This means that these permanent employees referred to herein shall work on an as-required basis.
- v) Any hours of work required to prepare for and staff events referred to in A6 c) iii) shall be distributed as equally as possible between the House Crew and/or their Relief.
- d) Notwithstanding A6 b), the parties agree that where there is no "Yellow Card", the staff requirements for all events in the Lower Level, rehearsal and dressing rooms, lobby areas and meeting rooms shall be determined by Management, but subject to the following:

ARTICLE A6. DEFINITION OF THE BARGAINING UNIT AND STAFFING OF EVENTS

(continued)

- i) Except as agreed in A6 d) viii), the Facilities Technician will be the minimum staff for all events and rehearsals of events in the Lower Level; and when Stage preparation, Electrical Distribution, Stage Lighting and/or audio work is being performed in the Lower Level.
- ii) In addition to the Facilities Technician, for concerts and performances in the Lower Level, a minimum of one Stage Hand shall be called for a minimum of a move-in and move-out.
- iii) For any event in the Lower Level (other than a "Yellow Card" event), staff above the minimums set out in this Article shall be the subject of mutual agreement between Management's representative and the Facilities Technician and/or the Stage Carpenter.
- iv) For concerts/theatrical performances/dance bands travelling with semi-trailer(s), at least two (2) Loaders shall be called for move-in and move-out. Additional Loaders will be engaged at the request of the lessee.
- v) For any event which uses follow spots, one (1) Operator shall be called for each follow spot used.
- vi) When S.C.A.C. stage lighting equipment, sound systems, projectors and audio-visual equipment are used, such equipment shall be set up and operated by Union members.
- vii) When S.C.A.C. risers, music stands, pianos or organs are used, such equipment shall be set up by Union members.
- viii) For meetings or dinners in the Lower Level held in any one (1) of the three (3) possible meeting areas, or the West Room; which meet both of the following criteria:
 - 1. Have minimal technical requirements; i.e., do not use specialized lighting, audio, or staging and do not use moving picture projection (film or video).

ARTICLE A6. DEFINITION OF THE BARGAINING UNIT AND STAFFING OF EVENTS
(continued)

2. Do not use the permanently-installed stage lighting or audio systems of S.C.A.C.

The Facilities Technician will not be called specifically to run the event.

However, should said events use S.C.A.C. equipment, i.e. self-contained amplified lecterns, projection screens, slide or overhead projectors, the Facilities Technician or other member of the House Crew will set up and take down such equipment whenever they are available to do so.

- ix) Where an admission fee is charged for the viewing of a motion picture film (16 mm or wider), a Union Projectionist will be called.
- x) Where S.C.A.C. is the sponsor of an event for which there is a Contract Rider, a copy will be given to the Stage Carpenter prior to the event.
- e) Loaders shall be employed whenever requested by the lessee or whenever an event carries its equipment in a vehicle or combination of vehicles which have a cargo capacity in excess of 1350 cubic feet, however, loaders will not be required when the contract (not casual, locally hired) employees of the event perform the duties of truck loaders. In this case, Union members shall not be required to go on the truck.

When S.C.A.C. must provide employees for loading and unloading sets, equipment or other stage properties arriving by train or bus on the occasion of a performance at the Auditorium, it agrees to employ for this purpose, members of the Union.

ARTICLE A7. UNION SECURITY

- a) The S.C.A.C. agrees that all new permanent employees, as a condition of employment, shall within thirty (30) days after the date of commencement of employment, apply for and maintain membership in the Union.
- b) When the Union so requests, in writing, the S.C.A.C. will check off or deduct Union dues from those employees covered by this Agreement, and the amount so deducted shall be paid monthly to the Treasurer of the Union.

ARTICLE A7. UNION SECURITY (continued)

- c) All resolutions of City Council, where applicable, which affect employees covered by this Agreement, shall be forwarded to the Secretary of the Union.
- d) Provided there is no disruption of work, requests from the Union's Representative to have access to the workplace, for official Union business, will not be unreasonably denied.

ARTICLE A8. OCCUPATIONAL HEALTH AND SAFETY

- a) The S.C.A.C. shall observe all reasonable precautions and provide all safety devices or appliances that may be reasonably required for the ample protection of employees. All employees shall cooperate with the S.C.A.C. in the prevention of accidents and shall, from time to time, as the occasion requires, make such representations to the S.C.A.C. as to prevention of accidents as may be necessary.
- b) The Union shall be allowed membership on the appropriate Occupational Health and Safety Committee and both parties shall adhere to all pertinent legislation regarding Occupational Health and Safety.
- c) Time spent by employees in performance of their duties as members of the Occupational Health and Safety Committee shall be considered as time worked and payment made on the basis of straight time earnings only.

ARTICLE A9. VOTING TIME

Employees shall, on Provincial or Federal Election days, be allowed time off for voting in accordance with Provincial and Dominion Day Election Acts, respectively, and no deductions shall be made from their pay on this account.

ARTICLE A10. CENSURE

- a) If the Employer intends to censure an employee, and such censure shall become part of the employee's record, then the employee shall have the right to the presence of a Union representative at any meeting called for such purposes.
- b) Whenever it is found necessary to censure an employee, then written particulars of the matter shall be given to the employee - copy to the Union within thirty (30) working days following the date of censure.

ARTICLE A10. CENSURE (continued)

- c) If the above procedures are not followed, then such expression of censure shall not become part of the employee's record.
- d) Employees shall have the right to examine their personal file upon request.
- e) In the event of termination or dismissal, an employee shall have the right of appeal to the Grievance Procedure as set out in Article A4 of this Agreement.

ARTICLE A11. PARENTAL LEAVE

- a) An employee who has completed twelve (12) calendar months of employment with the S.C.A.C. and who provides the Executive Director with a medical certificate from a qualified medical practitioner certifying that she is pregnant and specifying the estimated date of birth shall be entitled, upon written application, to maternity leave without pay.
- b) This leave may be up to eighteen (18) weeks in length, commencing no later than four (4) weeks before the estimated date of confinement and ending no earlier than six (6) weeks after date of birth.
- c) Both parties acknowledge that individual circumstances may warrant a variance of the above time limits.
- d) An employee who has completed twelve (12) calendar months of employment with the S.C.A.C. and who provides the Executive Director with a Certificate of Adoption and an adoption date shall be entitled, upon written application, to maternal adoption leave without pay. Time limits specified in A 11 b) and c) above shall apply.
- e) Paternity Leave - An employee who has completed twelve (12) calendar months of employment with the S.C.A.C. and who provides the Executive Director with a written application including proof of impending birth or adoption, shall be entitled to parental leave without pay of up to six (6) weeks from the date specified by him in the application. Provincial legislation shall determine the time limits within which the leave is taken.

ARTICLE A12. TRAINING/FAMILIARIZATION

Management will make the facility, its equipment, and the Technicians available from time to time for training/familiarization of stage employees. Schedules for such training/familiarization shall be mutually agreed between the Union and Management.

ARTICLE A13. "YELLOW CARD" SPECIFICATIONS

Where a "Yellow Card" is presented, the Union and the Auditorium will honour the conditions thereon. The Union shall, at no time, increase the manpower call specified by the "Yellow Card" without consultation with Management.

ARTICLE A14. UNION/MANAGEMENT COMMITTEE

A Union/Management Committee composed of two (2) members from each party shall meet as required to discuss matters of mutual concern. The Committee shall not have the authority to alter the terms and conditions of this Collective Agreement.

ARTICLE A15. DISCRIMINATION AND FAIR EMPLOYMENT PRACTICE

The Employer and the Union agree that there shall be no discrimination, restriction or coercion exercised or practised with respect to hiring or terms and conditions of employment because of race, religion, religious creed, colour, sex, national or ethnic origin, political or religious affiliation or by reason of membership or activity in the Union.

ARTICLE B1. UNION MEMBERS ON PERMANENT STAFF

- a) This section of the Agreement shall apply to all permanent employees:
- Stage Lighting Technician
 - Audio Technician
 - Stage Carpenter
 - Facilities Technician
- b) For the purpose of this Agreement, the term of full-time employment for the above-listed positions shall be nine **(9)** consecutive months commencing October 1 to June 30. During the layoff period (July 1 to September 30), the Union will provide qualified relief personnel on an "on call" basis. During the layoff period, permanent employees shall receive first call on all work in their hired positions.
- c) Permanent employees who work in their hired positions during the months of July, August and September shall accrue **all** benefits due them.

ARTICLE B2. PAY DAYS

Permanent employees shall be paid on the seventh (7th) and twenty-second (22nd) day of each month; or, when any of these days fall on a Sunday or on a statutory holiday or on a closed banking day, on the previous full banking day.

ARTICLE B3. SICK LEAVE PAY

- a) Employees appointed to permanent positions shall accumulate sick leave on the following basis:
- i) during their first ten (10) years of employment, one and one-quarter (1 %) working days per month.
 - ii) over ten (10) years of employment, one and one-half (1 ½) working days per month.
 - iii) the total unused accumulation of sick leave shall not exceed one hundred and ninety-four (**194**) working days.
- b) Employees shall not be paid for absence from work due to sickness during their first three (3) months' employment. Following three (3) months' continuous employment, sick leave credit shall include credit for the first three (3) months.

ARTICLE B3. SICK LEAVE PAY (continued)

- c) Absence on the account of illness shall first be charged against the current year's accumulation. Absence in excess of the current year's accumulation shall be charged to the employee's sick leave credit standing at the commencement of the year.
- d) Sick leave pay shall be granted on all occasions of illness which required absence from work, but not in excess of the accumulated credit and subject to the provisions of subsection e) hereof.
- e) Any sick leave standing to the credit of an employee temporarily laid off shall remain to his/her credit for a period of six (6) months; however, an employee shall not be entitled to any sick leave pay during a layoff period.
- f) The S.C.A.C.'s obligations in the granting of accumulated sick leave shall cease immediately if an employee is separated from his/her job, either voluntarily or otherwise.
- g) Sick leave pay will not be allowed for a longer period than three (3) days on each occasion unless a medical certificate, satisfactory to the Executive Director or his/her delegated representative, is supplied. All such certificates shall be handed to the Executive Director with the time cards. No sick pay allowance, other than in respect of the said three (3) days, shall be paid in the absence of said certificate.
- h) Notwithstanding the foregoing, a medical certificate may be required at the discretion of the Executive Director or his/her delegated representative, for any occasion of sick leave.
- i) If an order of the Medical Health Officer requires an employee to remain at home on account of the quarantine illness of a member of the employee's family, the employee is to be paid for time lost at his/her regular rate of pay and such absence shall not be charged to the employee's sick leave credit.
- j) The foregoing is conditional upon all members of the employee's family having taken advantage of all free vaccination and immunization services supplied by the Saskatoon Community Health Unit.
- k) No charge shall be made against an employee's sick leave credit for any public holiday which may occur during an employee's absence on sick leave.

ARTICLE B4. COMPASSIONATE LEAVE

Where an employee suffers a death in his/her immediate family, i.e. husband, wife, brother, sister, mother, father, son, daughter or some other relative or person with whom the employee has experienced a very close relationship ordinarily subscribed to that of an immediate member of the family, compassionate leave may be granted for one (1), two (2) or three (3) days. Four (4) days will be granted if out-of-province travel is required.

ARTICLE B5. GROUP INSURANCE

- a) Basic Coverage - Two times (2X) annual salary for all employees, the cost of such insurance shall be shared equally by the Employer and the employee.
- b) Optional Coverage - Three times (3X) annual salary, the cost of such insurance shall be shared equally by the Employer and the employee.
- c) Optional Coverage - Four times (4X) annual salary, the cost of such insurance in excess of (b) above shall be paid by the employee.
- d) Optional Dependent Coverage - Coverage of three thousand dollars (\$3,000) for the employee's spouse, and coverage of fifteen hundred dollars (\$1,500) for each dependent child shall be paid by the employee.

ARTICLE B6. PUBLIC HOLIDAY

- a) Public holidays shall be: New Year's Day, Good Friday, Easter Monday, Queen's Birthday, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day on which the City is required by law to pay its employees without work.
- b) When a public holiday falls on an employee's regular day off, he/she shall receive an extra day's pay in lieu of such holiday. When such pay in lieu is given, the payment shall be deemed to include compliance with the provisions of The Hours of Work Act which requires the hours of work in excess of thirty-two (32) hours in a week in which a public holiday occurs shall be paid for at time and one-half (1½X).
- c) If an employee is required to work on a public holiday which is not his/her off-day, he/she shall, in addition to his/her regular salary, be paid at the rate of time and one-half (1½X) for the time actually worked during the period of the holiday. After eight (8) hours' work, the employee will be paid double time (2X).

ARTICLE B7. ANNUAL VACATIONS

- a) After one (1) calendar year's completed service, employees shall be entitled to vacation at the rate of three (3) calendar weeks per year.
- b) After nine (9) calendar years' completed service, employees shall be entitled to four (4) weeks' vacation per year.
- c) After eighteen (18) calendar years' completed service, employees shall be entitled to five (5) weeks' vacation per year.
- d) After twenty-five (25) calendar years' completed service, employees shall be entitled to six (6) weeks' vacation per year.
- e) In order to establish entitlement to three (3), four (4), five (5) or six (6) weeks' vacation under the provisions of subsections a), b), c) or d) hereof, the period of service required to establish such entitlement in the ensuing year must have been completed prior to April 1 of that year.
- f) Employees appointed on or after April 1, 1967, shall be entitled to take vacation during the then current vacation year on the basis of their number of months' employment in the twelve (12) month period preceding April 1. (All employees appointed on or after April 1, 1967, will thus have their anniversary date for vacation purposes adjusted to April 1).
- g) Employees shall be allowed time off on a date to be arranged with the Executive Director, in lieu of any public or other holiday which may occur during their vacation period.
- h) Provided a request is made by an employee to the Executive Director one (1) week before commencing his/her vacation, payments in advance shall be made for any pay day falling in the vacation period.
- i) In the event of an employee leaving the service prior to his/her vacation, he/she shall be entitled to proportionate payment of wages in lieu of vacation.
- j) After five (5) years' continuous service, vacations may be accumulated up to two (2) years' credits with the permission of the Executive Director.
- k) Employees having a vacation entitlement shall be paid at their regular rate of pay at the time of taking their vacation.
- l) Annual vacation shall be taken all at once and, where possible, between October 1 and June 30.

ARTICLE B8. HOURS OF WORK

- a) A work week shall consist of forty **(40)** working hours, five **(5)** days between the hours of 12:01 a.m., Sunday to 12:00 midnight, Saturday.
- b) The hours of work for permanent employees, except Facilities Technician, shall be eight **(8)** consecutive work hours per day excluding meal breaks, but inclusive of break periods as follows:

Where a performance begins after 5:00 p.m., or where there is an afternoon and evening performance, hours of work shall be eight **(8)** hours between the hours of 2:00 p.m. and 11:00 p.m. Meal breaks shall not be taken prior to 4:30 p.m.

"Dark days" (or where a performance begins before 5:00 p.m.), eight **(8)** hours between 8:00 a.m. and 5:00 p.m. Lunch break not to be taken before 11:00 a.m.

- c) When an employee **is** working an event preceding a "dark day" and works later than 1:30 a.m., a ten (10) hour turnaround shall apply with no loss of pay if the employee is required to work on the "dark day".
- d) The hours of work for the Facilities Technician shall be:

Lower Level - "dark day" 8:00 a.m. to 12:00 noon, 1:00 p.m. to 5:00 p.m. If required in the Main Theatre, hours will be determined by the Executive Director.

Lower Level - an evening event 4:00 p.m. to 12:00 midnight or as mutually agreed.

Lower Level - a day event 8:00 a.m. to 4:00 p.m., or any eight **(8)** hour period to be determined by the Executive Director.

Where circumstances permit and when working an event, one-half ($\frac{1}{2}$) hour paid meal break to be allowed.

- e) An employee may be required to work a maximum of sixty (60) hours in any work week or a maximum of one hundred ten (110) hours in a pay period, as determined in Article B2.

ARTICLE B9. POSTING OF SCHEDULES

- a) Each employee's schedule for any two **(2)** week period shall be posted as early as possible, but no later than 4:00 p.m. Monday of the week prior to the first Monday of the work period. This schedule shall include the starting time for each day of the work week and the days off.

ARTICLE B9. POSTING OF SCHEDULES (continued)

- b) There shall be no change of scheduled days off once the schedules have been posted without the consent of the employee concerned.
- c) Unforeseen changes in said schedules shall be brought to the attention of stage crew by memo, or if this is not possible, by verbal communication between the Executive Director and the employees concerned.
- d) The posting of weekly schedules and any subsequent changes to these schedules shall be considered to be notification to employees except:
 - when such posting will not notify the employee of a change of schedule within the required time limits, notice shall only be considered given as of the time it is communicated to the employee personally or is conveyed to a responsible person at the employee's residence in such a manner as to be reasonably certain of being communicated to the employee.
- e) Employees shall be entitled to two **(2)** consecutive days off per week.
- f) An employee may be required to work a maximum of seven (7) consecutive days between periods of consecutive days off. Employees shall have the option of working more than seven **(7)** consecutive days between days off.
- g) The principle of continuity to a show shall prevail over all clauses in this Section.

ARTICLE B10. REST PERIOD

- a) After five **(5)** consecutive hours of work, employees will be entitled to one (1) hour's unpaid rest or one-half ($\frac{1}{2}$) hour paid rest at the discretion of S.C.A.C. Where, in emergencies, the S.C.A.C. or a lessee finds it to be impossible to schedule a rest period, employees will be paid in lieu thereof an additional amount equal to one (1) hour's pay at straight time. This Article is not to apply to the position of Facilities Technician.
- b) In lieu of rest/meal periods, the Facilities Technician will receive one (1) week of additional vacation leave to be taken at the discretion of Management. In lieu of rest/meal periods, the Relief Facilities Technician shall receive a premium of **1/52** of his/her regular rate of pay for hours worked as a Relief Facilities Technician to be paid annually.

ARTICLE B11. PREMIUM PAY

- a) When an employee is required to continue working after completing his/her regular schedule of hours in any one (1) day, he/she shall be paid at the rate of time and one-half (1 ½X) for the first hour and double time (2X) thereafter.
- b) Employees who are required to work on their weekly scheduled days off shall be paid at the rate of double time (2X) for time worked, or a minimum of four (4) hours at double time, whichever is greater.
- c) For computation of pay, all time and overtime shall be computed to the closest quarter (¼) hour, and no overtime shall be worked unless authorized by Management.
- d) Permanent employees shall receive equivalent time off in lieu of overtime pay to a maximum of eighty-five percent (85%) of such accumulated time, and the amount of time off will be determined and scheduled by Management.
- e) Accumulated overtime during the work period October 1 through June 30 which has not been scheduled as time off, by June 30 of each year, shall be paid out to the employee by the first pay day after June 30.

ARTICLE B12. CALL OUT

- a) If an employee is recalled to work after completing his/her regular schedule, he/she shall be free when his/her duties in respect to his/her regular call out are completed. Such call out shall be paid a minimum of two (2) hours at double time (2X) the regular rates or time worked at time and one-half (1 ½X), whichever is the greater.
- b) An employee called out more than once during the two (2) hour period specified above shall not receive any further overtime credits until the two (2) hour period has elapsed.
- c) Should an employee be called out before the commencement of his/her scheduled shift, he/she shall be paid at one and one-half time (1 ½X) for first hour and double time (2X) thereafter until the commencement of his/her regular shift. For his/her regular shift hours, he/she shall be paid at straight time. If an employee is required to continue working after his/her regular shift, double time (2X) shall apply.

ARTICLE B13. STANDBY

- a) If an employee is required to "standby" for a possible call to work, such employee shall be paid a minimum of three (3) hours at time and one-half (1½X) his/her regular rate. Should the standby time exceed three (3) hours, the employee shall be paid at double time (2X) his/her regular rate for any standby time in excess of three (3) hours.
- b) If the employee is called in to work while on standby, pay will be in accordance with Article B11 (Premium Pay) or Article B12 (Call Out), whichever is applicable. If the employee's preceding standby time was less than the minimum, he/she shall not receive any further premium pay for time worked until the three (3) hour period has been made up.

ARTICLE B14. WORKERS' COMPENSATION

- a) When an employee, who has been in the service of the S.C.A.C. for three (3) continuous months, is injured in the performance of his/her duties during working hours, the S.C.A.C. shall pay to such employee for all periods of absence resulting from the injury (not exceeding a total of twelve (12) months) an amount which, when combined with Workers' Compensation Board payments, shall ensure to such employee the maintenance of his/her regular basic wage rate less normal income tax deductions. In the event the Workers' Compensation Board payments are reduced, the S.C.A.C. payment shall be proportionately reduced.
- b) Any salary increments to which the employee would normally be entitled, or any increases that may be negotiated for his/her classification, shall be included as part of his/her basic wage rate.
- c) Workers' Compensation Board payments, as referred to herein, shall not be considered as including "pension payments" or "cash settlement payments".

ARTICLE B15. JURY AND WITNESS DUTY

Any permanent employee required to appear in court, either as a witness or member of a jury, shall be paid any difference between payment made to him/her for jury or witness fees and that normally receivable for wages or salary.

ARTICLE B16. SEVERANCE PAY

- a) Severance pay will be payable to permanent employees on the basis of two percent (2%) per year of employment of accumulated sick leave credit at the date the employee leaves the Civic service, to a maximum of sixty percent (60%) of such credit. Payment to be based on the average rate of pay during the employee's last ten (10) years of service and to be paid in cash or in such manner as the employee may direct.
- b) Payment to be made on retirement, resignation or involuntary release from the service on account of technological changes, (but not on dismissal for cause) provided the employee has completed ten (10) years of service.
- c) Should an employee die while in the service and have completed ten (10) years' service, a gratuity shall be paid to his/her estate. The gratuity will be calculated in the manner outlined in "this Section".
- d) It is agreed that, should any new form of sick pay be evolved affecting employees covered by this Agreement, then an alternative Severance Pay Plan will also be evolved.

ARTICLE B17. PENSION PLAN

All permanent employees shall be covered under the provision of the City of Saskatoon General Superannuation Plan Bylaw No. 4324.

ARTICLE B18. PHOTO CALLS

It is mutually agreed that photo calls shall be performed at the prevailing applicable rates when a member or members are called for the express purpose of taking photos. However, if a crew is on call, only those hours above the call shall be charged at the overtime rate.

ARTICLE B19. MOTION PICTURES

It is agreed that, in the presentation of motion pictures in the Main Theatre, the minimum crew shall consist of the following:

- a) Stage Carpenter
- b) Projectionist
- c) Audio Technician
- d) Stage Lighting Technician

ARTICLE B20. CREDITS

Where possible, credits in programs will be given to the Stage Carpenter, Audio Technician, Lighting Technician and Facilities Technician by name and title, followed by: Technicians and Stage Hands are members of I.A.T.S.E. Local 300.

ARTICLE B21. RATES OF PAY

Refer to Schedule "A"

ARTICLE B22. FILLING OF VACANCIES

- a) When a permanent position becomes vacant, it shall be posted within thirty (30) calendar days, unless otherwise agreed between the parties.
- b) Vacancies shall be filled within thirty (30) days from the date of posting unless otherwise agreed between the parties.
- c) When filling vacancies, first consideration shall be given to qualified members of Local 300.
- d) During the vacancy period (maximum sixty (60) days), the Union will provide qualified relief personnel on an "on call" basis.

ARTICLE B23. PROBATION AND EVALUATION

- a) Upon hire, a new employee shall be on probation for a total of four (4) months accumulated work time or six (6) calendar months, whichever occurs first. Calendar time shall not be accrued during layoff periods.
- b) During the probation period, the employee shall receive a minimum of one (1) work evaluation. The first evaluation shall take place no later than the halfway point of the probation period as defined above.
- c) The evaluation shall be in writing, signed by both the employer and the employee, and a copy shall be provided to the employee.
- d) An employee shall have recourse to a clarification meeting, with a Union Representative present, concerning an evaluation.

SECTION C -TEMPORARY, CASUAL AND PART-TIME EMPLOYEES**ARTICLE C1. UNION MEMBERS ON CALL**

The Saskatoon Centennial Auditorium Corporation agrees to employ Union members as described in Article A6 of this Agreement, providing:

- a) The Union will provide only fully experienced and competent personnel in the field of stage craft, counterweight systems, stage lighting and sound systems, set-up and operation and projection.
- b) Effective September 27, 2001, the rate of pay for all newly hired temporary, casual and part-time employees will be determined as follows:
 - i) As shown in Schedule " A under the heading 'New Employees' for the first 200 hours of work.
 - ii) After completion of 200 hours of work, the employee ceases to be a new employee and will then be paid as per applicable Schedule " A Wages.
 - iii) The Employer may elect, upon request from the union, to pay rates as in ii) above to new employees with experience. The Employer's decision, with regards to this, shall be final and not subject to appeal.
- c) Relief Audio Technician, Stage Lighting Technician, Facilities Technician and Stage Carpenter must be fully trained and qualified operators in these fields.

ARTICLE C2. RELIEF TECHNICIANS

- a) Relief Technicians shall be recommended by the Union and selected after consultation between the Executive Director, the Union and the Technician concerned. The names of trainees shall be advised to the Executive Director prior to appearing for training.
- b) The Union agrees to supply competent personnel to perform such work as is required and further, to supply the same crew for rehearsals and shows of any particular production, SUBSTITUTES to be made only in cases of sickness and accident.
- c) Management recognizes that performances of a complex technical nature can best be served by the Technician actually working the show, and that where such circumstances permit, and where the Relief Technician is available, he/she will be called to attend such technical meeting.

ARTICLE C2. RELIEF TECHNICIANS (continued)

- d) If and when Assistant Technicians are added to staff, it is agreed that Relief Technicians, if qualified, shall be given preference in filling the position.
- e) Relief Stage Carpenter, Relief Facilities Technician, Relief Audio Technician and Relief Stage Lighting Technician shall be paid for work performed in the same manner as the regular persons they are replacing, with the exception that the Relief Facilities Technician shall receive 1/52 of his/her regular rate of pay for hours worked in lieu of rest/meal period benefits, in accordance with Article B10 b) of this Agreement.
- f) When a Relief Technician is to be used, a minimum of four **(4)** hours will apply.

ARTICLE C3. EMPLOYMENT OF UNION MEMBERS

A Union member shall be given reasonable time to become familiar with the Auditorium equipment, the duties and the responsibilities of the job to be done - the time for such training to be invested by the Union member.

ARTICLE C4. PREMIUM PAY

- a) Pay for work between the hours of 12:01 a.m. and 8:00 a.m. shall be at time and one-half ($1\frac{1}{2}X$). The next eight **(8)** hours shall be paid at regular rates, unless the day worked is a public holiday in which case, Article B6 - Public Holidays shall apply. Hours worked in excess of the eight **(8)** hours paid at regular rate shall be paid at time and one-half ($1\frac{1}{2}X$).
- b) Effective September 27, 2001, when a temporary, casual or part-time employee works a shift of three (3) hours or less between the hours of 12:01 a.m. and 7:00 a.m., and has worked no other hours on the previous day or the day the shift ends, payment shall be three (3) hours at double time ($2X$).
- c) Overtime shall be paid at the rate of time and one-half ($1\frac{1}{2}X$) for all time worked in excess of eight **(8)** hours per day or forty **(40)** hours in any one week.
- d) Overtime shall be computed to the closest quarter ($\frac{1}{4}$) hour. No overtime shall be worked unless authorized by Management.

ARTICLE C5. REST/MEAL PERIOD

After five (5) consecutive hours of work, employees will be entitled to one (1) hour's unpaid rest or to one-half ($\frac{1}{2}$) hour paid rest at the discretion of S.C.A.C. Where, in emergencies, the S.C.A.C. or a lessee finds it to be impossible to schedule a rest period, employees will be paid in lieu thereof an additional amount equal to one (1) hour's pay at straight time. This Article will not apply to Relief Facilities Technician when working in that capacity.

ARTICLE C6. VACATIONS

Vacation pay shall be paid in accordance with Part 1 The Labour Standards Act, 1969, of the Province of Saskatchewan.

ARTICLE C7. WORK ON PUBLIC HOLIDAYS

Subject to the minimum and maximum hours provisions for Union members on call, work on public holidays shall be paid at the rate of time and one-half ($1\frac{1}{2}X$) for hours worked, in addition to regular pay.

ARTICLE C8. WORKERS' COMPENSATION

All employees referred to under Section C shall be covered by The Workers' Compensation Act while working for S.C.A.C.

ARTICLE C9. PAYMENT

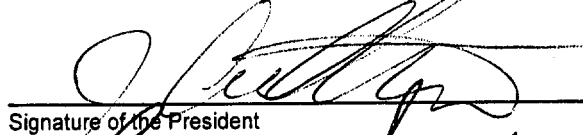
Employees shall be paid on the twenty-second (22nd) day of the month for the preceding first (1st) to fifteenth (15th) pay period. They shall be paid on the seventh (7th) day of the month for the previous sixteenth (16th) to the end of the month pay period.

Should any of the above-mentioned dates fall on a statutory or special holiday as herein set forth, or on a Sunday or a closed banking day, the date of payment shall be the date previous to the said statutory or special holiday or closed banking day.

ARTICLE C10. RATES OF PAY

Refer to **Schedule "A"**.

**INTERNATIONAL ALLIANCE OF THEATRICAL
STAGE EMPLOYES, MOVING PICTURE
TECHNICIANS, ARTISTS AND ALLIED CRAFTS
OF THE UNITED STATES, ITS TERRITORIES
AND CANADA (I.A.T.S.E.), LOCAL 300**

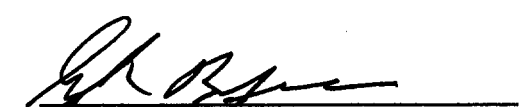


Signature of the President

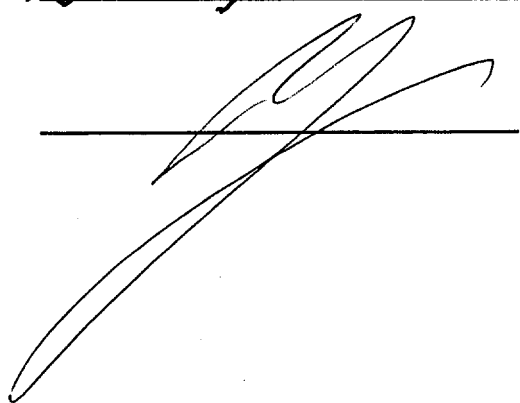


Signature of the Secretary

**THE SASKATOON CENTENNIAL
AUDITORIUM CORPORATION**



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SCHEDULE "A"

WAGES**A. PERMANENT EMPLOYEES AND RELIEF TECHNICIANS**

	Effective <u>January 1, 2004</u>
Stage Carpenter	\$22.4365/hour
Audio Technician	\$21.6005/hour
Stage Lighting Technician	\$21.6005/hour
Facilities Technician	\$21.8124/hour

B. UNION MEMBERS ON CALL

(excluding Relief Technicians who relieve the four (4) permanent employees)

	Effective <u>January 1, 2004</u>
New Employees	\$12.7308/hour
Move-In and Move-Out (minimum time for all calls shall be 3 hours)	\$16.4513/hour
High Rigger (minimum time 3 hours)	\$18.1677/hour
Loaders (minimum time 3 hours)	\$16.4513/hour
Stage Hands/Wardrobe Workers (for a maximum of 4 hours)	\$67.68/perf.
Projectionist/Fly Person/ Spotlight Operators (for a maximum of 4 hours)	\$70.53/perf.
<u>Heads of Departments:</u>	
Wardrobe/Property/Fly (for a 3 hour minimum)	\$18.0116/hour
Wardrobe/Property/Fly (for a 4 hour minimum)	\$70.53/perf.
<u>Craft Rate:</u>	
Wiggers/Costumers/Sewers	\$18.0116/hour
Wiggers/Costumers/Sewers	\$70.53/perf.

25
SCHEDULE "A"

WAGES

A. PERMANENT EMPLOYEES AND RELIEF TECHNICIANS

	Effective <u>January 1, 2005</u>
Stage Carpenter	\$22.8852/hour
Audio Technician	\$22.0325/hour
Stage Lighting Technician	\$22.0325/hour
Facilities Technician	\$22.2486/hour

B. UNION MEMBERS ON CALL

(excluding Relief Technicians who relieve the four (4) permanent employees)

	Effective <u>January 1, 2005</u>
New Employees	\$12.7308/hour
Move-In and Move-Out (minimum time for all calls shall be 3 hours)	\$16.7803/hour
High Rigger (minimum time 3 hours)	\$18.5311/hour
Loaders (minimum time 3 hours)	\$16.7803/hour
Stage Hands/Wardrobe Workers (for a maximum of 4 hours)	\$69.03/perf.
Projectionist/Fly Person/ Spotlight Operators (for a maximum of 4 hours)	\$71.94/perf.
<u>Heads of Departments:</u>	
Wardrobe/Property/Fly (for a 3 hour minimum)	\$18.3718/hour
Wardrobe/Property/Fly (for a 4 hour minimum)	\$71.94/perf.
<u>Craft Rate:</u>	
Wiggers/Costumers/Sewers	\$18.3718/hour
Wiggers/Costumers/Sewers	\$71.94/perf.

SCHEDULE "A"**WAGES****A. PERMANENT EMPLOYEES AND RELIEF TECHNICIANS**

	<u>Effective January 1, 2006</u>
Stage Carpenter	\$23.3429/hour
Audio Technician	\$22.4732/hour
Stage Lighting Technician	\$22.4732/hour
Facilities Technician	\$22.6936/hour

B. UNION MEMBERS ON CALL

(excluding Relief Technicians who relieve the four **(4)** permanent employees)

	<u>Effective January 1, 2006</u>
New Employees	\$12.7308/hour
Move-In and Move-Out (minimum time for all calls shall be 3 hours)	\$17.1159/hour
High Rigger (minimum time 3 hours)	\$18.9017/hour
Loaders (minimum time 3 hours)	\$17.1159/hour
Stage Hands/Wardrobe Workers (for a maximum of 4 hours)	\$70.41/perf.
Projectionist/Fly Person/ Spotlight Operators (for a maximum of 4 hours)	\$73.38/perf.
<u>Heads of Departments:</u>	
Wardrobe/Property/Fly (for a 3 hour minimum)	\$18.7392/hour
Wardrobe/Property/Fly (for a 4 hour minimum)	\$73.38/perf.
<u>Craft Rate:</u>	
Wiggers/Costumers/Sewers	\$18.7392/hour
Wiggers/Costumers/Sewers	\$73.38/perf

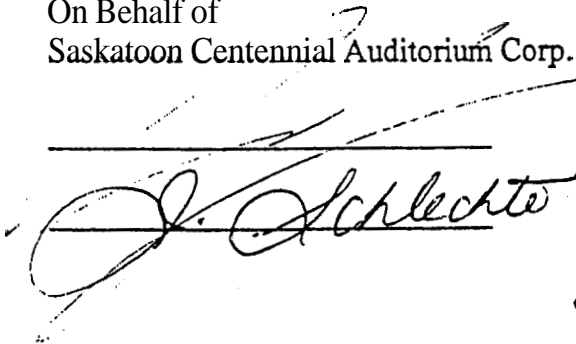
**MEMORANDUM OF AGREEMENT
BETWEEN
SASKATOON CENTENNIAL AUDITORIUM CORPORATION
AND
THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE
UNITED STATES AND CANADA, LOCAL 300**

The parties hereby agree to the following:

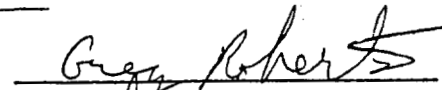
1. That the memorandum of agreement, dated June 29, 1993, regarding the **Audio Technician, Don Lypchuk**, be abolished.
2. Mr. **Don Lypchuk's** position shall revert to the **status** outlined in B1 (a), (b) and (c) of the collective agreement, effective immediately.

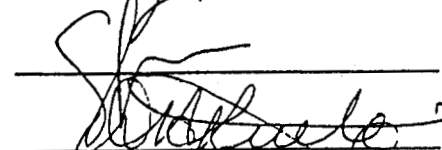
Signed this 19 day of Nov, 1998.

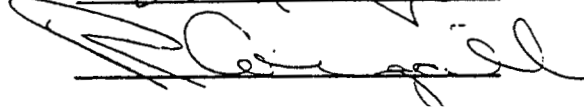
On Behalf of
Saskatoon Centennial Auditorium Corp.



On Behalf of
I.A.T.S.E. Local No. 300







MEMORANDUM OF AGREEMENT

between

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, LOCAL NO. 300
(hereinafter referred to as "the Union")

and

THE SASKATOON CENTENNIAL AUDITORIUM CORPORATION
(hereinafter referred to as "the Auditorium")

Re: Facilities Technician - 12 Months Full-time Employment

1. Purpose of Agreement

The purpose of this agreement is to define "full-time employment" for the position of Facilities Technician while it is occupied by Richard Heineke.

2. Facilities Technician

Notwithstanding the collective agreement between the parties, the Union and the Auditorium agree that the term of full-time employment for the position of Facilities Technician shall be twelve (12) months commencing October 1 to September 30.

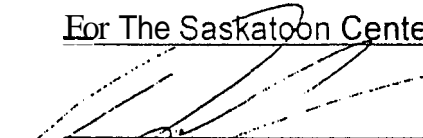
3. Term of Agreement

This agreement is in effect from October 1, 2000 until such time that Richard Heineke ceases to occupy the position of Facilities Technician or is otherwise incapacitated from performing his duties.

Should Richard Heineke vacate the position of Facilities Technician all provisions contained in the collective agreement concerning terms of employment, posting and hiring practice shall apply, and this position shall revert to the status described in Article B1 a), b) and c).

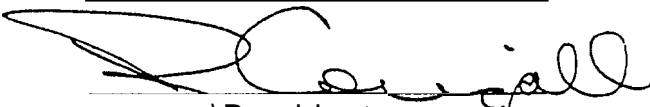
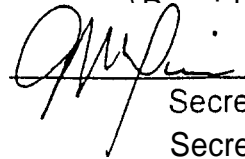
Signed this 23rd day of September 2000.

For The Saskatoon Centennial Auditorium


Executive Director


Labour Relations Officer

For The I.A.T.S.E. Local No. 300



Secretary
Secretary

LETTER OF UNDERSTANDING

between

SASKATOON CENTENNIAL AUDITORIUM CORPORATION
(hereinafter referred to as the "Centennial Auditorium")

and

THE INTERNATIONAL ALLIANCE OF THE THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE
UNITED STATES AND CANADA (I.A.T.S.E.), LOCAL 300
(hereinafter referred to as the "Union")

Re: Extension of Permanent Employee Layoff Period

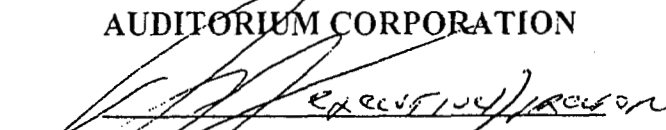
Notwithstanding the Collective Agreement between the parties, the Union and the Centennial Auditorium agree to the following:

1. That this Letter of Understanding applies to employees occupying the following permanent positions:
Stage Lighting Technician
Audio Technician
Stage Carpenter
2. That the lay off period [as per Article B1b) of the Collective Agreement], commencing July 1, 2005, will be extended to April 30, 2006 (ie. the layoff period will be from July 1, 2005 to April 30, 2006). Following April 30, 2006, the layoff period will revert to the period stated in the Collective Agreement (ie. July 1 to September 30).


Dated this 29 day of September, 2004, in the City of Saskatoon, in the Province of Saskatchewan.

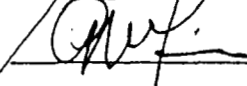
ON BEHALF OF:
THE SASKATOON CENTENNIAL
AUDITORIUM CORPORATION

ON BEHALF OF:
THE I.A.T.S.E. Local No. 300



Executive Director
A. Schlechte Sept 29/04



PRESIDENT SEPT 23/04


SECRETARY SEPT 23/04

LETTER OF UNDERSTANDING
between
INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYES,
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
OF THE UNITED STATES, ITS TERRITORIES AND CANADA (I.A.T.S.E.)
LOCAL 300

(hereinafter referred to as the "Union")

and

SASKATOON CENTENNIAL AUDITORIUM CORPORATION
(hereinafter referred to as the "Centennial Auditorium")

Re: Extension of Permanent Employee Layoff Period
Sick Credit Retention

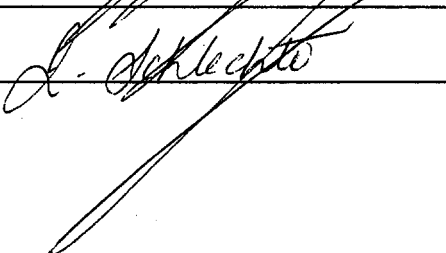
This Letter of Understanding is an addendum to the Letter of Understanding between the parties, relating to Extension of Permanent Employee Layoff Period, dated September 29, 2004.

Notwithstanding the Collective Agreement between the parties, the Union and the Centennial Auditorium agree to the following:

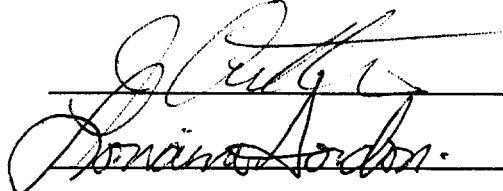
1. That any sick leave standing to the credit of the employee temporarily laid off (ie. the permanent Stage Lighting Technician, permanent Audio Technician, and permanent Stage Carpenter) shall remain to his/her credit for the extended layoff period (ie. July 1, 2005 to April 30, 2006), however, the employee shall not be entitled to any sick leave pay during the layoff period.

Dated this 25 day of May, 2005.

ON BEHALF OF:
THE SASKATOON CENTENNIAL
AUDITORIUM CORPORATION



ON BEHALF OF:
THE I.A.T.S.E. LOCAL NO. 300



33