
HISTORIC THEATRE GROUP, INC

and

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

LABOR AGREEMENT

BOX OFFICE UNIT

For the Period:

January 1, 2003 through December 31, 2005

PREAMBLE

THIS AGREEMENT is made and entered into by and between Historic Theatre Group, Ltd., a Minnesota corporation, hereinafter referred to as the **Employer**, operating the Historic State, Orpheum and Pantages Theatres in the City of Minneapolis, Minnesota (the **Theatres**), and 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 referred to as the **Union**.

The purpose of this Agreement shall be to achieve mutual understanding, harmony and cooperation among the Union, the Theatres and its employees; to provide sound working conditions for the employees; to secure a prompt and fair disposition of grievances; to eliminate all interruptions of work and interference with the efficient operation of the Theatres; to obtain maximum efficiency; to assure excellent customer relations and service; and to set forth the agreement covering rates of pay, hours of work and conditions of employment to be observed by the Parties during the life of this Agreement.

ARTICLE 1 **RECOGNITION**

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and casual on-call box office employees of the Employer; excluding *guards* and *supervisors* within the meaning of the National Labor Relations Act, as amended, managerial personnel, professional personnel, and all other employees.

ARTICLE 2 **UNION SECURITY**

Section 2.01 - Checkoff of Union Dues and Fees

The Employer shall withhold from the wages of each employee such Union dues and fees as the employee has authorized in writing. The Employer shall remit such dues and fees to the Union on a regular basis, but no less frequently than once each month. The Employer shall provide a list of the names and the amounts deducted from each employee's wages.

Section 2.02 - Hold Harmless

The Union shall indemnify the Theatres and hold them harmless against any and all suits, claims, demands, and liabilities that may arise out of or by reason of any action that shall be taken by the Theatres for purposes of complying with the foregoing provisions of this Article or in reliance on any authorization or list which shall be furnished to the Theatres by the Union under any of such provisions.

Section 2.03 - Employee Lists

The Employer shall provide the Union with a list showing the names and addresses of all Theatre employees who appear on the Theatres' regular payroll and/or call list. Such lists shall be provided at the request of the Union, but no more frequently than once each calendar quarter.

Section 2.04 - Extra Contract Agreements Prohibited

The Theatres shall not enter into any contract or agreement with employees covered by this Agreement, individually or collectively, which conflicts with the terms and provisions herein.

Section 2.05 - Bulletin Boards

The Theatres shall provide reasonable space on a bulletin board for the posting of all Union communications.

Section 2.06 - Visitation

A duly authorized representative of the Union shall be permitted to enter the Employer's facilities for the purpose of observing the conditions under which employees are working. Union Representatives shall notify the Theatres of their presence on the premises and they shall not interrupt or interfere with employees while they are working.

Section 2.07 - Stewards

The Theatres recognize the right of the Union to appoint a Union Steward at each bargaining unit location from among the employees who are covered by this Agreement to handle such Union business as may from time to time be delegated to the Steward by the Union. The names of all Stewards shall be reported to the Theatres by the Union. While the Employer shall not discriminate against any employee because of the employee's appointment by or service to the Union as Steward, Union Stewards shall be required to fulfill their employment obligations to the Theatres and to perform their job duties as any other employee covered by this Agreement. Union Stewards shall not interrupt or interfere with employees while they are working.

ARTICLE 3 MANAGEMENT RIGHTS

The management of the Employer's business and the direction of the working force, including, but not limit to, the right to direct, plan, and control operations, to establish and change working schedules, to hire, promote, demote, transfer, suspend, discipline or discharge employees for just cause or to relieve employees because of lack of work or other legitimate reasons, to create and enforce reasonable working rules, or to introduce new methods or facilities, to change existing methods or facilities, to contract or subcontract any part of the work regularly performed by bargaining unit employees as

management deems necessary, provided that it meets and confers with the Union to resolution prior to taking any such contracting or subcontracting action, and all rights of management not specifically waived, or compromised, or otherwise mentioned in this Agreement, shall be retained by the Employer.

ARTICLE 4 STRIKES AND LOCKOUTS

Section 4.01 - Strikes Prohibited

Neither the Union, nor its officers or agents, or any of the employees covered by this Agreement, will engage in, encourage, sanction, or support any strikes, slowdown, mass absenteeism, the willful absence from their positions, the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions of compensation, or the rights, privileges, or obligations of employment, or the duration of this Agreement. In the event that any employee in the Union violates this section, the Union will immediately notify any such employee, in writing with a copy to the Employer, to cease and desist from such action and will instruct the employee to immediately return to their normal duties. Any or all employees who violate this section may be discharged or otherwise disciplined.

Section 4.02 - Lockouts Prohibited

The Employer shall not lock out employees for any reason during the term of this Agreement.

ARTICLE 5 LAYOFF AND RECALL FROM LAYOFF

Section 5.01 - Layoff by Seniority

In the event it is necessary to reduce the size of the Employer's regular full-time bargaining unit workforce, regular full-time bargaining unit employees shall be laid off in the inverse order of their seniority. That is, the most junior regular full-time employees in the job classification affected by the lay off shall be first laid off. A regular full-time employee's seniority shall be defined as the employee's length of continuous service with the Employer since the employee's most recent date of hire as a regular full-time employee. Part-time employees shall have no seniority for purposes of lay off and recall from lay off.

Section 5.02 - Recall Rights

When work again becomes available in a laid off employee's job classification, laid off employees shall be recalled to work in the order of their seniority. The most senior laid

off regular employee shall be the first recalled. Employee recall rights shall expire upon their failure or refusal to promptly report to work after being recalled, or after they have been laid off for longer than twelve (12) consecutive months.

ARTICLE 6 **WAGES AND HOURS**

Section 6.01 - Wage Rates

The minimum wage rates which shall be effective during the term of this Agreement are set forth in Appendix "A" of this Agreement.

Section 6.02 - Hours of Work and Scheduling - Regular Full-Time Employees

Subd. 1. Normal Work Week. Work schedules for all regular full-time employees, and the assignment of such employees thereto, shall be determined by the Theatres and provided to employees with as much advance notice as may be possible and practical under current operating circumstances. The Theatres shall make a reasonable effort to schedule regular full-time employees in accordance with their availability, their known preferences and the Theatres' operating needs and requirements.

Subd. 2. Regular Full-Time Employment Status Defined. For purposes of this Agreement, *regular full-time employees* are those who are scheduled to work a regular, consistent, generally predictable and reoccurring schedule from week-to-week or month-to-month of at least thirty-two (32) hours each week. Nothing in this Agreement shall be construed to limit the Employer's right to change the work schedules of regular employees with advance notice.

Section 6.03 - Hours of Work and Scheduling - Part-Time Employees

Subd. 1 Normal Work Schedules. Work schedules for all part-time employees, and the assignment of such employees thereto, shall be determined by the Theatres and provided to employees with as much advance notice as may be possible and practical under current operating circumstances. The Theatres shall make a reasonable effort to schedule part-time employees in accordance with their availability, their known preferences and the Theatres' operating needs and requirements.

Subd. 2. Scheduling for Extra Shifts. Where the Employer determines that part-time employees are to be utilized to fill extra work shifts, such as those caused by events scheduled on short notice, employee absenteeism or other unexpected staffing requirements, such shifts shall be filled on a seniority basis from among those part-time employees who have indicated their availability for work. For purposes of this subdivision, each part-time employee's *seniority* shall begin on the date they first began to work for the Theatres provided there has been no interruption in continuous employment service. Nothing in this subdivision or in this Agreement shall be

construed to limit the Employer's right to remove part-time employees from the Theatres' call list where such employees are not regularly available for work on a consistent basis provided the Employer does so uniformly and consistently. The Theatres shall periodically prepare and post a list of all part-time bargaining unit employees and their respective seniority dates for review by bargaining unit employees. A copy of the list shall be provided to the Union.

Subd. 3. Minimum Call Pay. Employees shall not be scheduled to work less than three (3) hours per day. Employees who are scheduled to work an event or shift and who are released before the scheduled ending time for their shift shall be paid for at least three (3) hours of work at straight-time rates of pay. The provisions of this subdivision shall not apply when the employee is released at his or her request. Such minimums, when paid, shall not be considered hours worked for purposes of overtime pay calculations.

Section 6.04 - Meal Breaks and Rest Periods

All employees shall be entitled to a thirty (30) minute unpaid meal break during each scheduled work shift of five (5) hours or more. All employees shall be granted a fifteen (15) minute rest period, with pay, during each four (4) hours of work. The Employer shall determine the times at which such meal breaks and rest periods shall be taken.

Section 6.05 - Overtime Work and Pay

Subd. 1. Overtime Work. All bargaining unit employees may be required to work a reasonable amount of overtime on a scheduled or unscheduled basis. No overtime work shall be performed by bargaining unit employees unless such has been authorized in advance or required by the Employer.

Subd. 2. Overtime Pay. All hours actually worked by bargaining unit employees over forty (40) in any work week shall be paid at the rate of one and one-half (1.5) times the employee's regular hourly rate of pay.

Subd. 3. Mandatory Meetings. Employees shall be paid a minimum of two (2) hours' pay for all meetings called by the Employer during an employee's off duty hours at which their attendance is required. The Employer shall not require employees to attend more than two (2) such mandatory meetings during normal off duty time each calendar year. Such minimums, when paid, shall not be considered as hours worked for overtime pay calculations.

ARTICLE 7 **HOLIDAYS**

Section 7.01 - Holidays Defined

The following days shall be recognized as *holidays* under this Agreement:

New Year's Day
 Martin Luther King Day
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Christmas Eve (After Noon)
 Christmas Day

Section 7.02 - Holiday Pay

Regular full-time employees shall be paid eight (8) hours' holiday pay for each day defined as a *holiday* in Section 7.01 of this Agreement. To be eligible for holiday pay, employees must work their scheduled work day immediately before and their scheduled work day immediately after the holiday unless their absence has been scheduled and approved in advance.

Section 7.03 - Pay for Holidays Worked

Employees may be required to work on holidays. All employees shall be paid one and one-half (1.5) times their regular hourly rates of pay for all hours worked on the days defined as *holidays* in Section 7.01 of this Agreement in addition to any holiday pay for which they might be entitled under the provisions of Section 7.02 (*Holiday Pay*) of this Agreement.

ARTICLE 8
VACATIONS

Section 8.01 - Paid Vacation Benefits for Regular Full-Time Employees

Regular full-time employees shall earn paid vacation benefits in accordance with the schedule below:

<u>Per Year</u>	<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Paid Vacation Days</u>
	First Year	6.66 Hours	10 Days
	Two through Five	10.00 Hours	15 Days
	Six through Ten	13.33 Hours	20 Days
	Over Ten	16.66 Hours	25 Days

Section 8.02 - Maximum Vacation Accumulation - Regular Full-Time Employees

A maximum of forty (40) hours of vacation may be carried forward from one calendar year to the next by regular full-time employees, provided the total amount carried forward is used in that calendar year.

Section 8.03 - Vacation Scheduling

All vacations must be scheduled and approved in advance by the employee's immediate supervisor. Where more than three (3) consecutive work days are requested, supervisory approval must be obtained at least two (2) weeks in advance. Regular full-time employee vacations with pay may be granted in advance in amounts up to the employee's annual vacation accrual.

ARTICLE 9 LEAVES OF ABSENCE

Section 9.01 - Funeral Leaves of Absence

Regular full-time employees shall be eligible for funeral leaves of absence of up to three (3) workdays with pay to attend the funeral of a member of their immediate family and to attend to personal matters related to the death. For purposes of this section, the term *immediate family* shall mean the employee's parent, spouse, domestic partner, spouse's or domestic partner's parent, child, spouse's or domestic partner's child, brother or sister. A one (1) day funeral leave with pay shall be granted in the case of the death of an employee's grandparent, spouses's or domestic partner's grandparent or sibling, or any member of the extended family who was living in the employee's home at the time of death. Employees may take up to one (1) day without pay to attend the funeral of other relatives and friends or, at their option, may use available vacation for this purpose. Pay under this provision shall only for actual time lost from work and may not be combined with any other paid time off benefit under this Agreement.

Section 9.02 - Jury Duty Leaves of Absence

Regular full-time employees who are called to serve on any petit jury shall notify the Employer of their obligation within forty-eight (48) hours of receipt of the court's summons. Eligible employees shall be granted the time off required by the court and shall reimburse the employee for the difference between the amount paid by the court and the employee's regular pay for each day of the jury duty leave of absence to a maximum of ten (10) workdays. Employees may be required to report for work during the jury duty leave on any day or half day the employee is not required to serve.

Section 9.03 - Sick Leave

Subd. 1. Sick Leave Benefit Accruals. Regular full-time employees who have satisfactorily completed the initial probationary period shall earn sick leave benefits at the rate of three and one-third (3.33) hours per month for a maximum annual sick leave accrual of five (5) days.

Subd. 2. Use of Sick Leave. With timely notice to the Employer, no later than one-half hour after the employee's work shift was scheduled to begin, eligible employees may use their accumulated sick leave when they are unable to work due to their own illness or injury or for the purpose of visiting doctors, dentists or other practitioners in their offices. Sick leave may also be used where the eligible employee must tend to the serious illness of the employee's spouse, domestic partner, child, parent or sibling living in the employee's home. Employees may not use paid sick leave benefits where the absence is made necessary by a self-inflicted injury, the use of alcohol or illegal substances, where an illness or injury was incurred while in the act of committing a felony, or where the employee's illness or injury is compensable under the Minnesota Workers Compensation Act.

Subd. 3. Medical Verification. Employees may be required to provide medical verification that the use of sick leave complies with the provisions of this Agreement. Sick leave abuse (i.e., using sick leave for any purpose not provided for in this Agreement, the patterned use of sick leave, etc.) shall be cause for discipline up to and including discharge.

Subd. 4. Attendance Bonus. Eligible employees who are on the Employer's active payroll on December 31st of each year shall be paid fifty percent (50%) of their unused sick leave accrual for the year.

Section 9.04 - Family and Medical Leaves of Absence

All employees shall be eligible for unpaid leaves of absence under the federal *Family and Medical Leave Act* (FMLA) as the provisions thereof may require. Under the FMLA, employees may take up to twelve (12) weeks unpaid leave in any twelve (12) month period 1) for purposes associated with the birth or adoption of a child or the placement of a child with the employee for foster care, 2) when the employee is unable to perform the duties of his or her position because of temporary illness or disability, and/or 3) when the employee must care for their parent, spouse, dependent child, or other dependent who has a serious medical condition. Regular full-time employees who are enrolled in the Employer's health insurance plan may continue to participate in the plan as if they were actively employed during such leaves of absence. Employees may, at their option, use accumulated sick leave or vacation benefits during FMLA absences. The FMLA, and not this Agreement, shall control all questions of eligibility and benefits.

Section 9.05 - Military Leaves of Absence

Subd. 1. Full Time Military Service Leaves. Regular full-time employees shall be granted a military leave of absence without pay upon their entry into qualifying service in the Armed Forces of the United States. Such leaves of absence, and the employee's eligibility for re-employment at the termination of such service shall be governed by applicable law and not this Agreement.

Subd. 2. Military Reserve and National Guard Leaves. All employees shall be granted a leave of absence without pay to fulfill Military Reserve and/or National Guard training and service obligations. Such leaves of absence shall be governed by applicable law and not this Agreement.

Subd. 3. Notice. Employees shall be required to notify the Employer as soon as possible and practical after a military service obligation is incurred where a leave of absence is desired. Failure to properly notify the Employer may nullify an employee's rights under applicable law.

Section 9.06 - Other Leaves of Absence

Employees may request unpaid leaves of absence not governed by the provisions of this Agreement for medical, disability or personal reasons. Such leaves of absence must be requested in writing, along with documentation supporting the need for the leave, and be approved in advance. Such leaves of absence may be granted by the Employer in its sole discretion.

Section 9.07 - Returning From Leaves of Absence

Employees have a personal responsibility to keep the Employer advised as to the date they expect to return from any leave of absence and, if requested, to provide documentation satisfactory to the Employer of the continuing need for the leave. Employees who fail to do so, or who fail to return to work after the expiration of any leave of absence without good cause, shall be considered to have voluntarily terminated their employment with the Employer. Employees returning from leaves of absence shall be returned to their regular position or, if their regular position is not available, to an open position for which the employee is qualified. If no such position is then available, the employee will be placed in layoff status until a suitable employment opportunity exists.

ARTICLE 10 INSURANCE BENEFITS

Section 10.01 - Medical Benefits for Full-Time Employees

Upon proper application, regular full-time bargaining unit employees who have been employed continuously as regular full-time employees for thirty (30) calendar days or more, shall be enrolled as covered participants in one of the Employer's available medical plans. The Employer shall contribute ninety percent (90%) of the monthly premium required by the provider of the lowest cost plan offered by the Employer for *single* coverage, and ten percent (10%) of the cost of *dependent* coverage if such coverage is elected by the employee. The balance of the required monthly premiums shall be paid by enrolled employees through authorized payroll deductions on a pre-tax basis. The contract between the Employer and the provider of the benefits described herein, and not this Agreement, shall govern all questions of enrollment eligibility,

claims and benefits. Part-time employees shall not be eligible for medical benefits under the Employer's plans.

Section 10.02 - Dental Benefits for Full-Time Employees

Upon proper application, regular full-time bargaining unit employees who have been employed continuously as regular full-time employees for thirty (30) calendar days or more, shall be enrolled as covered participants in the Employer's dental insurance plan. The Employer shall contribute one hundred percent (100%) of the monthly premium required by the plan for *single* coverage. Eligible employees may elect *dependent* coverage at their option and at their own expense. Dependent premiums shall be paid by enrolled employees through authorized payroll deductions on a pre-tax basis. The contract between the Employer and the provider of the benefits described herein, and not this Agreement, shall govern all questions of enrollment eligibility, claims and benefits. Part-time employees shall not be eligible for dental benefits under the Employer's plan.

Section 10.03 - Life and Disability Benefits for Full-Time Employees

Upon proper application, regular full-time bargaining unit employees who have been employed continuously as regular full-time employees for thirty (30) calendar days or more, shall be enrolled as covered participants in the Employer's life (including accidental death and dismemberment coverage) and disability (both short term and long term coverage) insurance plan at their option and at their own expense. Such premiums shall be paid by enrolled employees through authorized payroll deductions. The contract between the Employer and the provider of the benefits described herein and not this Agreement, shall govern all questions of enrollment eligibility, claims and benefits.

ARTICLE 11 **ANNUITY CONTRIBUTIONS**

Effective January 1, 2003, the Employer shall contribute three percent (3.00%) of each bargaining unit employee's earnings to the *I.A.T.S.E. Annuity Fund*. The Employer shall remit such contributions to the Union on a monthly basis, and at the location and in the manner requested by the Union. Effective January 1, 2004, the Employer's contribution shall be increased to four percent (4.00%) of each bargaining unit employee's earnings and, effective January 1, 2005, to five percent (5.00%) of each bargaining unit employee's earnings. The Employer's responsibility under the plan shall be to make the contributions described in this Article only. The Employer shall have no responsibility to pay benefits under the plan or otherwise, and it shall have no responsibility to administer or operate the plan. Such authority and responsibility shall rest solely with the plan's trustees.

ARTICLE 12
DISCIPLINE AND DISCHARGE

Section 12.01 - Employer's Exclusive Right to Discipline Employees

The Employer retains the exclusive right to discipline, suspend, and/or discharge bargaining unit employees for, but not limited to: (1) the use of drugs, (2) drunkenness, (3) dishonesty, (4) incompetence, (5) failure to appear for work when scheduled, (6) theft, and (7) failure to conform to the conditions of employment contained in this Agreement. Disciplinary action by the Employer will be imposed for *just cause* only, and will normally progress in the following order: (1) oral reprimand, (2) written reprimand, and (3) discharge. The Employer shall normally issue two (2) written reprimands before discharging any bargaining unit employee. If, however, the actions of the employee jeopardize the health or safety of any other person, the Employer may immediately suspend or discharge the responsible employee. The Employer agrees that this exclusive right to discipline, suspend, and/or discharge employees will be exercised with due regard to fairness and to the reasonable rights of employees.

Section 12.02 - Initial Probationary Period

Newly hired employees shall serve a six (6) calendar month probationary period during which time they may be discharged by the Employer without notice and for any reason in its sole discretion. Employees discharged during the probationary period shall have no recourse under this Agreement and the Employer's action in connection therewith shall not be subject to the grievance or arbitration provisions of this Agreement.

Section 12.03 - Work Rules and Policies

The Theatres' work rules shall be conspicuously posted on employee bulletin boards and copies shall be distributed to all employees and the Union. The Employer's rules shall not conflict with this Agreement.

ARTICLE 13
GRIEVANCE AND ARBITRATION PROCEDURE

Section 13.01 - Grievance Defined

For the purposes of this Agreement, a *grievance* shall be defined as a dispute or disagreement between an employee and the Employer or between the Union and the Employer. Employees are encouraged to first attempt to resolve the matter on an informal basis with the affected manager and the Union's Steward at the earliest

opportunity. If the matter cannot be resolved to the employee's or the Union's satisfaction by informal discussion, the matter will be settled in accordance with the grievance procedure outlined herein.

Section 13.02 - Steps in Grievance Process

In resolving grievances, the following steps will be followed:

Step 1: If the grievance is not satisfactorily resolved informally and the employee or the Union wishes to appeal the grievance to Step 1 of the grievance procedure, the grievance will be reduced to writing setting forth the nature of the grievance, the facts upon which it is based, the paragraph or paragraphs of this Agreement alleged to have been violated, and the relief requested. No grievance will be heard which has been filed later than fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance. The Union's representative, with or without the employee, will present such first-step grievance to the Employer's designee. The Employer's designee will attempt to resolve the matter in an equitable manner and will respond to the Union's representative within four (4) calendar days after such presentation by the Union.

Step 2: If the grievance remains unresolved, either party may request in writing that the matter be referred to arbitration. The arbitration proceeding will be conducted by an arbitrator to be selected by the mutual agreement of the Employer and the Union within seven (7) calendar days after the Union requests such action. If the parties fail to mutually agree upon the arbitrator within the seven (7) day period, either party may request a list of five (5) arbitrators from the Federal Mediation and Conciliation Services. Both the Employer and the Union will have the right to strike two (2) names from the panel.

The Union shall strike the first name, the Employer will then strike one (1) name and the process will be repeated until the last remaining name on the panel will be the arbitrator. Expenses for the arbitrator's services and proceeding will be borne equally by the Employer and the Union, however each party will be responsible for compensating its own representatives and witnesses. The decision of the arbitrator shall be final and binding upon the parties and the employee. The arbitrator will hear the grievances at a scheduled meeting subject to the availability of the Employer and the Union representative. The arbitrator will notify the Union representative, the employee and the Employer of his/her decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. If either party desires a record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a record of the proceedings, the cost will be shared equally. The arbitrator will have no right to amend, nullify, ignore, add to, or subtract from the provisions of this Agreement, He/she shall consider and decide only the specific issue or issues submitted to him/her in writing by the parties to this Agreement, and will have no authority to make a decision on any other matter not so submitted to him/her. The

arbitrator shall be without power to make decisions contrary to, inconsistent with, modifying, or varying in any way the application of laws, rules, or regulations having the force and effect of law. The decision shall be based solely upon the arbitrator's interpretation and application of the express terms of this Agreement and on the facts provided.

If the grievance is not presented within the time limits set forth above, it will be considered waived. If the grievance is not appealed to the next step or steps with a specified time limit or any agreed extension thereof with the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step, and such extension shall not be unduly withheld.

ARTICLE 14 **UNIFORMS**

The Theatres shall furnish and maintain work uniforms, at no cost to employees, who shall be required to wear clothing of the kind, color, style and/or fabric specified by the Employer. The Theatres' work uniforms shall consist of shirts, vests, ties and trousers. Employees shall be required to furnish their own dark slacks, dark dress shoes and dark socks.

ARTICLE 15 **NON-DISCRIMINATION**

There shall be no discrimination in the application of the terms and provisions of this Agreement against any employee by reason of race, creed, color, sex, age, disability, marital status, physical or mental handicap, sexual orientation, or status as a disabled veteran or a veteran of the Vietnam Era in accordance with applicable law.

ARTICLE 16 **COLLECTIVE BARGAINING**

Section 16.01 - Severability

In the event any provision hereof is determined by a court of competent jurisdiction to be unenforceable, it shall be severable from the remaining terms thereof which shall be given full force and effect.

Section 16.02 - Entire Agreement

The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after

APPENDIX "A"
MINIMUM HOURLY RATES OF PAY

	<u>1-1-03</u>	<u>Effective</u> <u>1-1-04</u>	<u>1-1-05</u>
Box Office Sales Associate: Part-Time Employees			
Starting Rate of Pay	\$10.04	\$10.24	\$10.45
After 1 Year	\$10.24	\$10.45	\$10.66
After 2 Years	\$10.45	\$10.66	\$10.87
After 3 Years	\$10.66	\$10.87	\$11.09
After 4 Years	\$10.87	\$11.09	\$11.31

**Box Office Sales Associate:
Regular Full-Time Employees**

Starting Rate of Pay	\$10.75	\$10.97	\$11.18
After 1 Year	\$10.97	\$11.18	\$11.41
After 2 Years	\$11.18	\$11.41	\$11.64
After 3 Years	\$11.41	\$11.64	\$11.87
After 4 Years	\$11.64	\$11.87	\$12 1