Collective Agreement

Between

The Saanich Peninsula Memorial Park Society

Mary Winspear Centre

And

The International Alliance of Theatre Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of The United States, Its Territories and Canada

AFL-CIO, CLC Local 168

January 1,2026 to December 31, 2028

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Collective Agreement

BETWEEN:

The Saanich Peninsula Memorial Park Society
dba
The Mary Winspear Centre

(hereinafter called the "Employer")
OF THE FIRST PART

AND:

The International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada - Local 168

(hereinafter called the "Union")
OF THE SECOND PART

The Employer is an employer and the Union is a union within the meaning of the "Labour Relations Code of British Columbia".

PREAMBLE:

This Agreement shall consist of four parts. Part I, to be known as the Master Agreement shall contain the terms and conditions of the relationship between the Employer and the workers of the Union as defined by the Certification. Part II, to be know as General Conditions, shall contain the working conditions common to all Employees covered by this agreement. Part III, to be known as the Regular Employees Component, shall contain the working conditions applicable to regular part time and regular full time employees and Part IV, to be known as the Casual Component, shall contain the working conditions applicable to casual employees.

PART I - MASTER AGREEMENT

Article 1. General Purpose

1.01 The Employer and the Union hereby agree that it is to their mutual interest to establish and maintain a relationship of goodwill, stability and respect between the Employer and the Employees represented by the Union.

1.02 The general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours of work and wages, and to provide for Union security and the prompt and equitable disposition of grievances for both parties, subject to the provisions of this Agreement.

1.03 This Agreement shall constitute the wages and working conditions for the Employees of the Employer who are not otherwise excluded under the Labour Relations Code of British Columbia and Article 3.01.

1.04 Where the business of the Employer is sold, leased, transferred, merged or otherwise disposed of, the applicable sections of the Employment Standards Act shall be enforced.

1.05 All of the terms and conditions of this Agreement shall apply equally to all Employees without discrimination as to gender, sexual orientation, marital and family status, ethnicity, age or religion as defined by the Human Rights Act.

Article 2. Amendment

2.01 Any amendment, alteration or deletion of any component of this agreement, once mutually agreed to, must be signed by both parties. Should mutual agreement not be achieved then the existing article or articles shall remain in full force and effect.

Article 3. Union Recognition

3.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees as defined by Article 1.03 as set forth in the BCLRB Certification as of December 12, 2018:

"Stage technical employees including, but not limited to, those employed in setup, run, and take-out events, including, but not limited to, stage carpenters and assistants, fly operators and assistant carpenter grips and car and truck loaders; stage electricians and assistants, lighting technicians, projectionists and grips, property handlers, assistants and grips, high riggers and ground riggers; audio-visual and presentation systems technicians and operators, except in meeting rooms or board rooms, at and from 2243 Beacon

Avenue, Sidney BC except managers, office employees, maintenance staff, and box office employees "

3.02 The following current positions of:

Executive Director
Theatre Manager
Facilities Supervisor
Technical Director

Plus those employees in these work areas:

Office Employees
Facilities and Maintenance Staff
Box Office Employees

are excluded from the bargaining unit and may not perform bargaining unit work, except:

(a) For the purposes of instruction;
(b) In cases of unforeseen staff shortages;
(c) In response to emergency, security, or safety.

3.03 No employee shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement.

3.04 The Employer will not hire any person who is not a member of the bargaining unit to perform work for which the Union is certified.

Article 4. Union Security

4.01 Every employee shall be and shall remain a member in good standing of the Union, through the Union's existing membership practices.

4.02 Work normally assigned to employees within the bargaining unit covered by this Agreement shall not be undertaken by persons outside the bargaining unit, except in the following circumstances, and on notice to and consultation with the Union.

a) Should the Union be unable to supply qualified personnel within twenty-four (24) hours of the start of a call, the Employer may hire a casual stage employee, who shall be employed under the conditions of this Agreement;

b) In the case of specialized skills that the Union is unable to provide;

c) Where the Union is unable to provide alternate labour should an employee be unable or unwilling to work pursuant to Article 13.02.

4.03 The Union shall have the right to have the assistance of representatives of the International Alliance of Theatrical Stage Employees of the United States, Its Territories and Canada other than those of Local 168 when dealing or negotiating with the

4.04 All official correspondence between the Employer and the Union shall be directed through the Secretary-Treasurer or designated official of the Union utilizing the Union's official postal or email address.

Article 5. Remuneration

5.01 Pay periods shall be defined as the 2 (two) week period ending on the 7th and 21st of every month. Remuneration as set out in Appendix B to this Agreement shall be paid out on the 15th and last day of every month.

5.02 Time shall be calculated by the quarter (¼) hour so that an employee shall be paid for a quarter (¼) hour if any portion of a quarter (¼) hour period is worked.

5.03 Each pay cheque shall include an itemized statement indicating time worked at straight time and overtime, rate of pay, benefit premiums and Employee and Employer deductions. Payment is to be made on the job during working hours, or in the case of an employee who is not working on that day, at the general office of the Employer by 16:00. Further, if a statutory holiday should fall on a payday payment shall be made on the first preceding workday. Employees may elect to have their pay cheque mailed to an address they supply to the Employer. When the Employer has established a direct payment system, pay shall be deposited into the financial institution account designated by the Employee.

5.04 Employees are required to notify the Employer immediately of any non-payment of wages per the requirements of Article 5.01. The Employer will endeavor to rectify the situation within seventy-two (72) hours, after which if the wages remain unpaid, Employees shall not be disciplined for failure to report to work.

5.05 The Employer shall make the required Income Tax, Canada Pension Plan and Employment Insurance deductions and contributions as required under Provincial and Federal Statute.

Article 6. Workplace Harassment

6.01 Every employee has the right to work in a harassment free environment and to that end the Employer shall be committed to creating and maintaining a work environment which is free of any form of harassment.

6.02 Sexual harassment shall be defined as any sexually oriented practice that undermines

an employee's health, job performance or workplace relationships or endangers an employee's employment status or potential.

6.03 Personal harassment shall be defined as any practice that undermines an Employee's health, job performance or workplace relationships or endangers an employee's status or psychological well-being.

6.04 The employer shall maintain a Bullying and Harassment Policy that complies with the regulations of Worksafe BC. Such policy shall be by mutual agreement of the Employer and the Union. The policy shall be given to all employees and clients in writing.

Article 7. Union Insignia

7.01 The Employer will allow the IATSE Local 168 insignia to be placed in an appropriate public location agreed to by the Local and the Mary Winspear Centre. It is agreed that the insignia will remain the property of the Union and shall at all times be in possession of a member of the Union. Said insignia shall at no time be used in a manner detrimental to the interest or welfare of the Employer or the Union.

7.02 If a Mary Winspear Centre presentation requires a printed or projected program, it shall give credit for work carried out by members of the Union. Further if the Union wishes the Union insignia to be displayed in any printed or projected materials, the Employer shall do so in a mutually acceptable format. The Union shall provide "camera ready" copy for any such display.

7.03 Where recognition of any other unions or professional organizations (such as The Actors' Equity Association, The American Federation of Musicians or The Associated Designers of Canada) is displayed on the premises of the Employer or the performance venue, the Employer shall likewise recognize the Union in a manner mutually acceptable to the Employer and the Union. The display shall be supplied by the Union.

Article 8. Safety and Health

8.01 It is agreed that the Employer and the Union shall fully cooperate and ensure compliance with safety rules and practices. The Employer and the Union recognize the shared responsibility upon the Employer, Union and each individual as defined by the Workers' Compensation Act and other applicable legislation.

8.02 A Joint Health and Safety Committee shall be established in accordance with the Workers' Compensation Act requirements. Safety meetings will be held in accordance with the requirements of the act during working hours. The Technical Director may serve as an Employer representative, and the Union shall be allowed two (2) representatives on this committee.

8.03 An employee having to cease work due to an injury covered by the Workers' Compensation Board shall be paid at the applicable straight time rate up to the end of the day they suffered the injury.

8.04 Employees shall not be required to work under unsafe conditions and shall not be required to work in any unsafe location without adequate safety equipment. Any unsafe equipment or conditions shall be brought to the Employer's attention by any Employee or the Union for immediate resolution. Any dangerous situations are to be avoided and other work shall continue while the situation is resolved. Disputes may be referred to the Joint Health and Safety Committee for resolution or referred to the grievance procedure.

8.05 Safety procedures shall be followed and safety equipment provided by the Employer shall be used by the employees.

8.06 The Employer shall provide first aid services and a first aid facility in accordance with the Statutes of British Columbia and the regulations of the Workers' Compensation Act.

8.07 Any Employee who is required to obtain first aid certification shall be given time off with pay to attend the appropriate training and the Employer shall pay all the costs associated with such training.

Article 9. Dues Deductions

9.01 The Employer shall deduct from the wages of each employee and shall remit to the Union by the tenth (10) day of the month following the deduction such Union dues and assessments as may be prescribed from time to time by the Union. This monthly remittance statement shall contain the names of the employees for whom the Union dues deductions were made, gross salary, and the amount of each deduction made under this Article in respect to the preceding month.

Article 10. Discipline

10.01 The Employer shall have the right to dismiss from a position any employee for which the Employer has just cause. "Just cause" in this Agreement shall include, but not be limited to:

(a) Breach of any reasonable regulation from time to time made by the Employer governing the duties and functions of the employees necessary for the conduct and management of the Employer's business insofar as such rules and regulations do not conflict with the terms of this Agreement.

(b) Insubordination or failure to obey the proper instructions of a supervisor.

(c) Unsatisfactory performance of duties.

(d) Intoxication or being under the influence of drugs or other substances while at work.

(e) Criminal activity.

10.02 No employee shall be disciplined except for just cause. In cases of discipline the burden of proof shall rest with the Employer. All notices of discipline for just cause shall be in writing, and copies given to the employee involved and to the Union within forty-eight (48) hours of the issuance of the discipline ruling. Notwithstanding the rights of a supervisor to supervise, evaluate and discipline employees, an employee may, at the Employee's discretion, request the attendance of a Union representative at any discussion between the employee and a supervisor which the employee believes may result in an adverse report or discipline recommendation. An employee may request at any time during a discussion that further discussion be postponed pending arrangements for a Union representative to be present, unless an emergent situation where immediate dismissal is warranted (i.e. If an employee is a danger to themselves or others).

If the Employer is planning to terminate an employee for just cause, the Employer must notify the Union forty-eight (48) hours in advance of the termination.

10.03 Upon an appeal of discipline or dismissal by the affected Employee, the process shall be referred to the Grievance and Arbitration process defined in Article 12.

10.04 Any Employee may review the Employee's personnel file at any reasonable time and may copy any documents therein. The Employee may respond in writing to any document and such reply shall become part of the personnel file for the life of the documents.

Article 11. Stewards

11.01 Stewards shall be recognized in all venues covered by this Agreement and shall not be discriminated against. The Employer shall be notified by the Union of the name or names of such stewards.

11.02 It is understood that stewards, with the approval of the Employer, shall be permitted without loss of pay, to investigate and settle complaints if possible. Approval shall not be unreasonably withheld.

11.03 When the Employer requests a meeting with the Union, employees who are required to attend by the Employer shall be paid for their attendance.

11.04 An employee who has been elected or appointed by the Union to attend Union functions shall be granted a leave of absence without pay, subject to operational requirements. Not more than one (1) person may take such leave at any one time. No employee shall exceed five (5) working days for this purpose. The Union must provide two (2) weeks notice of such leave.

Article 12. Grievance and Arbitration Procedure

12.01 All differences between the Union and the Employer concerning this Agreement, its interpretation, application, operation or any alleged violation thereof including any question as to whether any matter is covered by this paragraph shall be finally and conclusively settled without stoppage of work by the following method:

Step 1: Any such difference shall in the first instance be discussed between a duly authorized representative of the Union and a duly authorized representative of the Employer within ten (10) business days of the incident.

Step 2: If no settlement is reached at Step 1 within seventy-two (72) hours, the circumstances giving rise to the grievance shall be put in writing and sent to the Employer and the Union who shall each appoint a senior representative(s) who shall meet as soon as possible in an earnest effort to resolve the grievance. If no settlement is reached between them in ten (10) business days, they may refer the difference to a single arbitrator whose decision shall be final and binding on all persons bound by this Agreement.

Step 3: If the Union and the Employer cannot agree on a single arbitrator within 10 (ten) business days either party may request the Collective Agreement Arbitration Bureau (CAAB) to appoint such single arbitrator. The costs of and incidental to this arbitration shall be born equally by the Union and the Employer. Where determined by the arbitrator that either party is acting in a frivolous manner, then costs shall be borne as determined by the arbitrator.

12.02 The time limits as set out in the Grievance Procedure may be varied by mutual consent of the Employer and the Union.

12.03 Employees will be paid for attending grievance meetings with the Employer during scheduled working hours when their attendance is requested by the Employer.

12.04 The costs of the Arbitrator shall be shared equally by both parties and each party shall be responsible for expenses incurred to prepare and present their case before the Arbitrator.

12.05 An Arbitrator shall not have the authority to alter, amend, or vary the terms and conditions detailed in this Collective Agreement.

Article 13. Lockouts and Strike

13.01 During the term of this Agreement, the Employer shall not lock out any employee and no employee shall strike and the Union shall not declare or authorize a strike of the employees.

13.02 An Employee covered by this Agreement shall have the right to refuse to do the work of striking or locked out employees of the Mary Winspear Centre. All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

Article 14. Management Rights

14.01 Subject to the terms of this Agreement, the management of the work force and methods of operation shall remain vested exclusively with the Employer.

14.02 The Employer agrees to provide current job descriptions which shall be available to the Union on request. Significant revisions of duties shall be subject to negotiated wage scale revisions.

14.03 The Employer may make rules and regulations governing the work environment and conduct of the employees, however such rules and regulations shall not be inconsistent with the terms of this agreement.

Article 15. Union Right of Entry

15.01 Up to two (2) representatives of the Union accompanied by the Employer's Executive Director or designate , shall be permitted by the Employer, upon forty-eight (48) hours notification, to enter and inspect, employee work areas in connection with any investigations or matters pertaining in any way to this Agreement, but such representatives shall not interrupt or interfere with any work in progress. The 48-hour notice clause shall be void in case of injury requiring a WorkSafeBC investigation.

Article 16. Technological Change

16.01 The Employer shall not alter significantly the conditions of work of the employees without prior notice to and consultation with the Union.

16.02 In the event the Employer determines training or orientation is required for new methods of operations, employees shall be given a period of time to acquire the skills necessitated by the new method of operations, at the expense of the Employer.

Article 17. General Conditions

17.01 On any call the first person hired and the last person released shall be the Crew Chief. This person may be the Regular or Casual employee.

17.02 A Department Head shall be assigned to each department in which work is being

carried out and such department heads shall not be released from duty prior to the release of technicians employed on such production in their department nor in the case of bona fide road crew or amateur technicians while any work is being carried out in their department. This person may be a Regular or Casual employee.

17.03

(a) Under this Agreement, subject to Article 3.01, the departments in the Mary Winspear Centre are understood to be:

a) Stage
b) Sound when console in use
c) Lighting when console in use
d) Video when a projector is in use

(b) The only exception to rule 17.03 (a) are:

i. when a Department Head can operate lights, strictly to set a single lighting state, and that Department Head will not engage in running cues or program the console; and/or

ii. For speaking events and seminars, where the Employer will determine the number of Department Heads.

iii. A worker may be called as Head Stage where the expectation is that they will do work operating a console in the Sound or Video Departments in conjunction with the Stage Department duties.

(c) For Winspear Centre ticketed events in the Bodine Family Hall, stage employees shall be engaged per the department structure above. For non-ticketed events, when lighting, audio-visual, or sound gear beyond the installed equipment is used, a stage employee shall be engaged as a Department Head for the duration of the event, including load in and load out. This person may be an Assistant Technical Director or a dispatched casual employee. Any additional stage employees shall be part of the bargaining unit.

(d) When a forklift is in use, a Forklift Operator shall be engaged. This employee shall be certified per the requirements of WorkSafeBC . Should the forklift work be completed in less than a minimum shift, the designated Forklift Operator shall complete the unused portion of the minimum shift as a Grip technician paid at the Forklift Operator rate.

(e) A minimum of four (4) Loaders will be dispatched to unload and load semi-trailers, in addition to required grips. A minimum of two (2) Loaders will be dispatched to calls for loaded five (5) ton trucks. Should truck loading or unloading be completed in less than a minimum shift, designated Truck Loaders shall complete the unused portion of the minimum shift as a Grip Technician paid at the Truck Loader rate.

(f) Nothing in this agreement shall preclude a client of the Mary Winspear Centre from utilizing their own production crew, provided the above conditions of Article 17.03 have been met. Any additional crew, beyond Heads of Department, required by the production, shall come from the bargaining unit

17.04 When there is a work period of three (3) hours or longer, the employees shall be entitled to one paid fifteen (15) minute rest period approximately mid-point after the start of the work period. This rest period may be deferred by mutual consent of the Union.

17.05 Adequate restroom facilities will be provided in accordance with the Employment Standards Act of British Columbia and shall be maintained in a clean condition by the Employer.

17.06 The Employer shall provide an adequate supply of feminine hygiene products for staff use, to be stored at a mutual agreed location.

17.07 A minimum of ten (10) minutes of pick up and wash up time will be allowed prior to quitting time, on days that contain setup, strike, and/or maintenance.

17.08 No employee shall be required to supply any tools on the Employer's premises other than normal trades hand tools. An employee may, at the employee's own discretion, supply additional tools.If an employee chooses to supply tools other than the basic hand tool kit, the Employee shall insure those tools against loss while on the Employer's premises or in a venue which is under the care and control of the Employer.

17.09 No employee shall be required to supply a vehicle for Company business. Employees who use their vehicle for Company business shall be reimbursed by the Employer at the rate of as defined by the Canada Revenue Agency. When requested by the Employer, Employees shall receive minimum of ten (10) kilometers per occurrence. No Employee shall use their personal vehicle for the transportation of artists/performers or any individual other than another employee of MWC.

17.10 The Employer agrees to provide adequate parking at no cost to the employee within a reasonable distance of the workplace.

17.11 The Employer shall provide bulletin boards which are accessible to all employees upon which the Union shall have the right to post notices.

17.12 The Union and the Employer desire that every employee be familiar with the provisions of this Agreement and their rights and obligations there under. Therefore, the Employer shall print and maintain a copy of this Agreement in the workplace.

Article 18. WCB

18.01 The Employer shall carry Workers' Compensation Board insurance as is required by law.

18.02 The Employer shall provide Regular Employees with one hundred and fifty dollars ($150) towards CSA safety rated footwear once every two (2) years.

18.03 The Employer shall provide Regular Employees with custom molded hearing defense

devices once every three (3) years

Article 19. Labour Management Committee

19.01 The Employer and the Union shall establish and maintain a Labour Management Committee whose responsibility it shall be to review and make recommendations regarding any subjects of mutual interest to the Employer and the Union with respect to the administration of this Agreement.

The Labour Management Committee shall meet every three (3) months. This meeting may be deferred by mutual agreement of the Employer and the Union, to a maximum deferral of two (2) months.

19.02 The Employer and the Union shall each be entitled to two (2) representatives at each meeting of the Committee.

19.03 The employees shall not suffer any loss of wages for attendance at the meetings.

19.04 The Committee shall meet in the Employee's place of work.

Article 20. Term of Agreement

20.01 This Agreement shall be for a term of three (3) years with effect from January 1, 2026, until December 31, 2028.

20.02 If no notice is delivered by either party pursuant to 20.03 below, this agreement shall remain in full force and effect.

20.03 Either party is at liberty not more than one hundred and twenty (120) days prior to the expiry of the term covered in Article 20.01 to deliver to the other party written notice of that party's desire to bargain a revised agreement.

20.04 Upon receipt of notice pursuant to 20.03 the Employer and the Union shall meet within a mutually agreed time, not to exceed sixty (60) days, to provide each other with particulars of any changes or amendments either party may desire in the renewed agreement.

PART II – GENERAL CONDITIONS

Article 21. Computation of Pay, Overtime and Premiums

21.01 Owing to the nature of theatrical operations, the hours of work shall not be fixed with respect to time of day nor day of week but shall be as determined by the Employer based on operational needs and subject to the provisions of this Agreement.

21.02 For the purposes of calculating overtime, the following factors shall be applied:

(a) The following times shall be paid at one and one-half (1 1/2) the appropriate straight time rate:

i. Time worked in excess of nine hours (9) hours in any day, provided the Employee has been provided with a one (1) hour paid meal per Article 24.

ii. Time worked in excess of forty (40) hours straight time in any week.

iii. Time worked during the period the employee would otherwise be entitled to have free from work under Article 23.04(b)

(b) The following times shall be paid at double (2x) the straight time rate

i. All time worked in excess of eleven (11) hours in any one day.

21.03 Time worked between 12:00AM (Midnight) and 8:00AM shall be paid a premium of one half (0.5x) times the prevailing hourly rate.

21.04 Premiums shall be paid and listed as a separate line item on employee's pay stubs.

Article 22. Statutory Holiday and Vacation Pay

22.01 Statutory Holidays
For the purposes of this Agreement the following have been designated as paid Statutory Holidays:

New Year's Day	Family Day	Good Friday
Victoria Day	Canada Day	British Columbia Day
Labour Day	National Day for Truth and Reconciliation	
Thanksgiving Day	Remembrance Day	Christmas Day

Plus any other general holiday proclaimed by federal or provincial governments.

22.02 A Regular Employee who is given a day off on a statutory holiday or is given a day off instead of the statutory holiday, whether or not the statutory holiday falls on the Employee's regularly scheduled day off, must be paid an amount equal to at least an average day's pay determined by the formula:

amount paid ÷ days worked

Where amount paid is the amount paid or payable to the Employee for work that is done during and wages that are earned within the 30 calendar day period preceding the statutory holiday, including vacation pay that is paid or payable for any days of vacation taken within that period, less any amounts paid or payable for overtime, and

days worked is the number of days the Employee worked or earned wages within that 30 calendar day period.

22.03 An Employee who works on a statutory holiday must be paid for that day:

(a) One and one half (1 ½) times the Employee's applicable rate for the time worked up to eleven (11) hours,
(b) Double (2x) the Employee's applicable rate for any time worked over eleven (11) hours, and
(c) An average day's pay at the applicable rate, as determined by the formula in Article 22.02.

An Employee must have been employed by the Employer for at least 30 calendar days before the statutory holiday and has worked or earned wages for 15 of the calendar days preceding the statutory holiday, with the exception of Christmas Day.

22.04 The Employer shall pay to each Casual employee, each pay period, in addition to remuneration required under this Agreement, vacation pay on the following basis:

(a) Four percent (4%) of gross wages for the first five (5) years of continuous service.
(b) Six percent (6%) of gross wages thereafter.

22.05 For the purposes of calculating the rate of vacation pay, the first date of employment with the Employer shall be the effective date.

22.06 In reference to Article 22.04, continuous service shall be deemed to have been broken if an Employee has a lapse of service of more than nine (9) consecutive months. However, once a continuous service level has been reached a break in service shall not return the Employee to the lower level.

Article 23. Rest Periods

23.01 When there is a work period of three (3) hours or longer, the employees shall be entitled to one (1) paid fifteen (15) minute rest period.

Article 24. Meal Breaks and Meal Premium

24.01

(a) An Employee shall receive a one-hour paid meal break after each consecutive five hours.

(b) No meal break shall be allowed during a call of five (5) hours or less. Meal breaks shall also not occur during load outs which commence after 11:00pm following a show.

(c) Should an employee be required to remain to work or be available six (6) hours without a meal, such time required shall be paid as time and a-half (1.5) the prevailing rate, in ½ hour increments, until a meal break or the end of a day.

(d) A meal break shall not be called less than two (2) hours from the beginning of a shift, or less than four (4) hours from the prior meal break.

(e) Meals will be scheduled to facilitate the needs of the production.

(f) A half (1/2) hour meal break may be allowed for operational purposes, provided the other half (1/2) hour is paid out as the final thirty (30) minutes of the call.

24.02 When an employee returns to work after a 1 (one) hour meal break, the employee shall be paid not less than two (2) continuous hours at the applicable rate.

24.03 A call for employees to perform work prior to and during a performance shall commence at least sixty (60) minutes prior to the scheduled commencement time of the performance. Where the Employer schedules a meal break prior to the performance, employees will return at least ninety (90) minutes prior to the scheduled commencement time of the performance, or sixty (60) minutes prior to the opening of the auditorium to the public, whichever is earlier.

Article 25. Reporting Pay

25.01 When Employees are scheduled to work and perform work, including required attendance at professional development and staff meetings, they shall be paid the greater of two (2) continuous hours or the hours worked at the applicable rate. Staff meetings will be included on the monthly schedule, and where practicable will be scheduled during working hours.

25.02 In the event that employees are called to work

(i) for a shift of four (4) hours whether or no they start work or are dismissed without performing any work they shall be paid for the greater of two (2) hours or the hours worked at the applicable rate.

(ii) for a shift of eight (8) hours whether or no they start work or are dismissed without performing any work they shall be paid for the greater of four (4) hours or the hours worked at the applicable rate.

25.03 Article 25.02 shall not apply if:

(i) the employee does not report to work, is unfit to work or fails to comply with the Industrial Health and Safety Regulation of the Workers' Compensation Board.

(ii) The work is suspended for reasons completely beyond the employer's control, including unsuitable weather conditions.

25.04 If the circumstances set out in Article 25.03 (ii) applies, the employer shall pay the employee for a minimum of two (2) hours at the applicable rate.

25.05 If an Employee is released from work for a period of two (2) hours or greater, a return to work on the same day shall constitute another four (4) hour call.

Article 26. Renumeration

26.01 When an employee temporarily relieves or substantially performs the duties of a higher paid position for at least one day, they shall receive the higher rate for the day. Management approval is to be rendered, where practicable.

26.02 When an employee is temporarily appointed to relieve a non-Union employee at a higher paying position and is required to perform a limited number of duties of the higher position, a pay adjustment in an amount determined by the Employer, prior to commencing such duties when it is practical to do so, shall be made to compensate for the additional responsibilities assumed. Such adjustment will not be less than five (5) percent above the employee's regular rate.

26.03 When an employee is hired in the first instance as a Crew Chief or Department Head for a particular production then that employee shall be paid the applicable rate for the entire time the employee is working on that production.

26.04 If an employee is required or requested to be available to perform work in, or in fact performs work in a classification for which a higher rate of remuneration is provided in Appendix B then that employee shall be paid the higher rate for the entire time the employee is working on that shift.

Article 27. Probation

27.01 All newly hired employees shall serve a probationary period of four hundred and twenty (420) working hours from date of hire. The probationary period may be extended, by mutual consent between the Employer and the Union, for an additional one hundred and twenty (120) working hours.

Probationary employees shall be covered by this agreement, save probationary employees may be discharged by the employer for any work-related reason, which shall not be arbitrary, discriminatory, or in bad faith.

27.02 Upon satisfactory completion of the probationary period, employee's seniority shall commence as of the first date of employment. y

Article 28. Work Day/Work Week

28.01

(a) The end of each day is 11:59 pm and the end of each week is Saturday 11:59 pm, except where an employee works a continuous period of time which starts before 11:59 pm and ends after midnight, in which case the end of the day shall be the end of that continuous period of work.

(b) An employee shall receive at least eight (8) consecutive hours free from work between each shift worked, and at least thirty-two (32) consecutive hours free from work each week, except in cases of emergency.

(c) Calendar Week - Notwithstanding the above, a calendar week shall commence Sunday at 12:00 a.m. and end Saturday at 11:59 p.m.

(d) A minimum call shall be four (4) hours.

PART III- REGULAR EMPLOYEES

Part III shall cover the employees of the Employer who are regular employees performing work within the bargaining unit covered by this Agreement.

Article 29. Hiring

29.01 Regular employees shall be hired directly by the Employer after notifying the Union. They shall be governed by this agreement per Article 4.01.

29.02 When a new position is created or when a vacancy occurs, the Employer shall notify the Union and shall post notice of the position in the Employer's offices and provide a copy to the Union for electronic distribution to Union Members. If a vacancy is not to be filled, the Employer shall advise the Union in writing.

29.03 Job postings shall contain the nature of the position, qualifications, required knowledge, education and skills, and wage rate per Appendix B.

29.04 The Employer reserves the right to post positions concurrently internally and externally. All MWC Roster member applicants will be processed first. Applications from other Members of IATSE Local 168 will be considered second. Then any external applicants will be considered.

29.05 Both parties recognize:

(a) The principle of promotion within the service of the Employer.
(b) That job opportunities should increase in proportion to length of service.
(c) That qualifications, experience, skills and ability shall receive primary consideration when filling posted positions. When these factors are relatively equal among applicants for the position, the employee from amongst the group having the greater seniority shall receive preference. All determinations of qualifications, experience, skills and ability shall be made by the Employer.
(d) An employee on the MWC Roster shall have seniority preference over other Union Members.

Article 30. Annual Vacations, Holiday Pay

30.01 Paid annual vacation for Regular employees shall be as follows:

(a) In the first (1st) calendar year of service, a pro-rated vacation entitlement based upon time actually worked in that year as a percentage of one hundred and twenty (120) hours.

(b) In the first (1st) complete calendar year of service, employees shall be granted one hundred and twenty (120) hours.

(c) In the second (2nd) and every subsequent complete calendar year of service, employees shall earn one (1) extra day of vacation per year of service.

30.02 If a statutory holiday falls on or is observed during an employee's vacation period, that employee shall be allowed an additional vacation day with pay at a time mutually agreed upon by the employee and the Employer.

30.03 Vacation Preferences

(a) Vacation entitlement shall be granted for the times requested by the employee unless operational requirements dictate the number of employees required to be working and/or the request conflicts with the times chosen by a more senior employee in the same work area, then seniority shall prevail.

(b) Seniority shall be the determining factor up to March 1st of each calendar year, in establishing vacation dates. Confirmation of vacation dates shall be made by the Employer to the employee within ten (10) working days from the date of application. After March 1st, vacation dates shall be established on a first-come, first-serve basis.

(c) Once vacation dates are established there shall be no changes thereto unless by mutual agreement of the Employer and the employee concerned.

(d) An employee shall be granted an unbroken period of vacation unless mutually agreed between the employee and the Employer, subject to operational requirements. Employees may elect to take vacation during separate periods, rather than one (1) unbroken period. Notwithstanding the above, employees shall be granted vacation in increments of a minimum of one (1) day at a time.

Article 31. Pay in Lieu of Benefit

31.01

(a) Regular Employees shall receive full payment of all BC Medical Service Premium payments, paid directly by the Employer.

(b) Employees shall receive Health and Dental Plan benefits per the detail in Appendix D.

Article 32. Hours of Work

32.01 Regular employees shall be defined as follows:

Assistant Technical Director - there shall be three (3) of these positions.

(i) Assistant Technical Director - #1 shall be scheduled for at least thirty-five (35) regular time hours per week.

(ii) Assistant Technical Director - #2 shall be scheduled for at least thirty (30) regular time hours per week.

(iii) Assistant Technical Director - # 3 This Employee shall be scheduled for at least twenty (20) regular time hours per week from September through June. The occupant of this position shall have first right of refusal for Assistant Technical Director hours scheduled in July and August.

(iv) In the event of an Assistant Technical Director leaving the employ of the Employer, the right to an Assistant Technical Director position with more hours shall be offered to the remaining Assistant Technical Directors based on seniority with the Employer.

32.02 The above regular positions shall be scheduled by the Employer to facilitate the production schedule of the Mary Winspear Centre as required

All regular employees shall be provided their monthly work schedule on the 15th day of the preceding month.

Article 33. Layoff and Recall

33.01 In the event that the Employer determines it necessary to lay-off employees due to a lack of work the following shall apply:

(a) Prior to announcing any lay-offs the Employer shall consult with the Union to explore alternatives and set reasonable provisions to aid in securing alternative employment or otherwise alleviate hardship caused by such layoff.

(b) Where a Regular Employee is laid off under this Article, and where work is available in that position for at least twenty (20) hours per week on a monthly basis, the laid off employee shall be recalled to their previous positions and shall be regularly scheduled for at least twenty (20) hours per week until such time as the circumstances allow for an increase in hours to those regularly scheduled for the position in Article 31.01. In such circumstances the Employer shall consult with the Union on a monthly basis with respect to increasing the reduced hours for the recalled employee.

(c) Regular employees shall receive a minimum two (2) calendar week notice of lay-off. Failure to notify shall result in equivalent compensation in pay.

(d) Employees will be laid-off in reverse order of seniority within their department provided the remaining employees have the skill and ability to perform the remaining work or as mutually agreed between the Union and the Employer.

(e) Employees will be rehired in order of seniority provided the remaining employees have the skill and ability to perform the remaining work or as mutually agreed between the Union and the Employer.

Article 34. Time Bank

34.01 By mutual agreement between the Employer and the Union, an employee may take time off work in lieu of remuneration for overtime subject to the maintenance of efficient services and operations. In such a case the time off shall be calculated in the same manner as the rates of pay as outlined in Article 34.02.

34.02 Accumulated Overtime

All accumulated overtime will be paid out at the rate earned.

Regular employees shall only be allowed to bank accumulated overtime to a maximum of forty (40) hours. Time off in lieu of overtime must be at a time selected by mutual agreement between Employer and employee and is not normally to be taken to extend annual vacation. The time bank may be refilled once the accumulated hours have been used. Hours may not be carried over to subsequent years.

PART IV- CASUAL EMPLOYEES

This part shall cover the working conditions which are particular to the Casual Employees of the Employer who are performing work within the bargaining unit covered by this Agreement

Article 35. Hiring

35.01 When Casual Employees are required by the Employer, the Employer agrees to contact the Union for dispatch of personnel by the Union starting with the Mary Winspear Centre Roster, as defined in Appendix A. Such personnel shall become employees as defined by Provincial and Federal Statute.

35.02 Casual Employees shall be subject to the provisions of Article 10 - Discipline.

35.03 Concerns arising about the capacity of casual employees may be addressed at Labour Management meetings.

Article 36. Scope of Work

36.01 Casual employees shall be hired for the set-up, run and take-out of the production for which they are called.

Casual employees shall be employed in the categories of work and departments for which they were called.

For each separate production, casual employees shall be dispatched per the call generated by the Employer.

Casual employees shall be scheduled by the Employer based on operational requirements. Scheduling shall be based on qualifications with seniority being the determining factor.

Employees shall not be assigned to other categories of work or departments except that the Employer may:

(a) Where the work available requires, reduce or increase the size of the crew. Crew size shall be determined by the Crew Chief in consultation with the Employer.

36.02 Employees may be assigned to categories of work other than that of their primary assignment.

Such temporary assistance shall be understood to mean no more than two (2) hours of assistance and shall not be used to permit work in a department that is not staffed.

Article 37. Calling Procedure

37.01 - Calling Procedure

For casual employees, the time of the call shall be at the discretion of the Employer. The Employer shall provide the Union's Dispatch, with at least ninety-six (96) hours notice of the start of the call, the number of persons needed for each category of work and a preliminary work schedule based upon information available at the time of the call for stage employees. The call shall be filled by the Union as soon as possible, but in no event shall the Union be held liable or responsible in any way if the call is received by the Dispatch less than seventy-two (72) hours prior to the time of the call. The Union shall at all times endeavor to accommodate the Employer's needs when circumstances require the call to be made less than the seventy-two (72) hours referred to above.

37.02 Calls shall be offered to casual employees in order of seniority, provided the employee is qualified to carry out the assigned work required. Seniority is as follows:

(a) Seniority position on the Roster of the Mary Winspear Centre, per Appendix A
(b) Seniority within the Union Membership
(c) Permittees, at the sole discretion of the Union and the understanding of the general provision of qualified personnel.

37.03 If the Employer wishes to cancel a call, it shall do so by notifying the Union's Dispatch of the cancellation at least twenty-four (24) hours prior to the time of the call. In the event that such notice is not given the Employer shall pay to the employees designated by the Union to fill the call an amount equal to that remuneration which the employee would have earned through two (2) hours of work at the applicable rate. If the call is postponed without prior notice of twenty-four (24) hours before the original time of call, and if the call is subsequently cancelled, then this article shall be applied to the original time of call.

37.04 A call for employees to perform work prior to and during a performance shall commence at least sixty (60) minutes prior to the scheduled commencement time of the performance. Where the Employer schedules a meal break prior to the performance, employees will return at least ninety (90) minutes prior to the scheduled commencement time of the performance, or sixty (60) minutes prior to the opening of the auditorium to the public, whichever is earlier.

37.05 If a casual employee is late for a scheduled shift the Union's Dispatch shall immediately attempt to find a replacement. As soon as another Employee accepts the call the first employee shall be relieved from the opportunity to work, unpaid.

Article 38. Seniority

38.01 Seniority for the purposes of PART IV of this Agreement shall be determined from the first day of employment with the Employer.

38.02 An employee shall not lose seniority rights if absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. An employee shall lose their seniority in the event that the employee:

(a) Is discharged for just cause and is not reinstated.

(b) Resigns.

(c) After a layoff fails to return to work within ten (10) days after being recalled.

(d) Is absent from work in excess of one (1) working day without notifying the Employer, unless such notice was not reasonably possible.

(e) Is laid off for a period longer than twelve (12) months, save in the case of a physical plant failure that results in a temporary building closure, or a public health emergency, as declared by the relevant public health authorities.

(f) In the case of lay-off, an employee will retain their benefits for a period of no less than three (3) months , provided they continue their payments.

Article 39. Signatory

IN WITNESS WHEREOF these two parties have set their hands this _____ day of

_____, 2026.

For the EMPLOYER:

_____ _____

Mary Winspear Centre Mary Winspear Centre

For IATSE Local 168:

_____ _____

President Secretary Treasurer

APPENDIX A – Mary Winspear Centre Roster

1. MWC agrees that the below list represents, in seniority order, the Stage Employees on the Mary Winspear Centre Roster.

1. Paul Masters
2. Daniel Pedlow
3. Jesse Bannerman
4. Simon Farrow
5. Holly Vivian
6. Rylan Cook
7. Karen Stack
8. Carolyn Moon
9. Jaxun Maron
10. Siena Shepard
11. Dan Oliemans
12. Ann-Kristin Blanken
13.

2. MWC agrees the MWC Roster will be hired according to the hiring provisions outlined in Article 29 and the dispatch provisions outlined in Article 35, where applicable.

3. The above Stage Employees shall remain members of the MWC Roster, and retain seniority, until retirement, or as advised by the Union.

APPENDIX B - HOURLY RATES of REMUNERATION

Classification	Last rate	Jan 1 2026	Jan 1 2027	Jan 1 2028			
		3%	3%	3%			
Assistant Technical Director	$32.05	$33.01	$34.00	$35.02			
Crew Chief	$27.53	$28.36	$29.21	$30.08			
Grip Technician	$22.94	$23.63	$24.34	$25.07			
Rigger (Lift or free climb)	$28.68	$29.54	$30.43	$31.34			
Department Head	$27.44	$28.26	$29.11	$29.98			
Forklift driver	$25.24	$26.00	$26.78	$27.58			
console or followspot operator	$27.44	$28.26	$29.11	$29.98			
loader	$25.24	$26.00	$26.78	$27.58			

Should the BC Consumer Price Index for Victoria be greater than 3.00% at the end of a calendar year, the wage increase for the subsequent year shall be scaled to meet the CPI to a maximum of 5.00%.

APPENDIX C - DEFINITIONS

Employee: Is any person defined as such by the Labour Relations Code of British who is covered by this Agreement.

Regular Full Time Employee: Is an employee covered by this Agreement who has successfully completed the probationary period and who works a regular work schedule of thirty (30) hours or more per week as defined by Article 33 of this Agreement.

Regular Part Time Employee: Is an employee covered by this Agreement who has successfully completed the probationary period, and who works a regular work schedule of sixteen (16) hours or more but less than thirty (30) hours per week as defined by Article 33 of this Agreement.

Casual Technical Employee: Is an employee hired through the provisions of Article 21 of this Agreement to occupy a technical position on an intermittent basis, to perform specific short term or occasional functions.

Crew Chief: The functional supervisor of the stage crew. The Crew Chief may be an Assistant Technical Director or Casual Employee, and shall also work as a Department Head. The Crew Chief shall be designated by the Technical Director or alternate, and shall serve as such for the duration of the call.

Department Head: The supervisor of a stage department as defined in Article 17.03. This person may be an Assistant Technical Director or Casual Employee and reports to the Crew Chief. The Department Head shall be designated by the Technical Director or alternate, and shall serve as such for the duration of the call.

Operator: A stage employee who operates a special piece of equipment such as a follow spot, lighting or sound console. Reports to the Crew Chief.

Rigger: A stage employee whose primary responsibility is the safe installation of temporary rigging equipment associated with special or temporary technical equipment such as lighting trusses and the like.

Loader: A stage employee whose primary function is the loading and unloading of equipment from within a truck.

Forklift Operator: A stage employee whose primary function is the use of a forklift or tele-hander to move equipment, both around and in facilities, and in and out of trucks.

Grip Technician: A stage employee who carries out work for the technical requirements of a production. Each grip works within a department and reports to the Department Head.

Production Crew: Those employees who are hired to load in, set up, run and load out a show.

Shop Steward: The employee designated to represent the Union in the workplace. All grievances from employees are officially channeled through the Shop Steward.

Department: For the purposes of this Agreement a department is an area of work which incorporates distinct activities which distinguish it from other departments. As it relates to stage operations at the Mary Winspear Centre, the departments are: Stage, Lighting, Sound and Video.

Call: A call is a general term which can apply to a day or part thereof or a series of days or parts thereof which describes the work schedule on a specific production, as it is given to employees hired under the provisions of the Agreement.

Shift: A period of work which is unbroken except by "coffee breaks" or meal breaks.

Day: The total of all shifts worked on a calendar day which begins after 12:00 midnight. The end of the day is defined by a break of eight hours or greater between shifts which do not begin on the same calendar day.

Professional Development: Professional development refers to the acquisition of skills and knowledge, both for personal development and for career advancement. Staff meetings and departmental meetings are not considered professional development.

APPENDIX D - BENEFITS

Benefits

☐ Show Terminated Benefits

BENEFITS GUIDE WAITING PERIOD

BENEFIT SUMMARY

BENEFIT	EFFECTIVE
LIFE All Employees: $25,000 (75% reduction at age 65)	2023-01-01
AD&D All Employees: $25,000 (75% reduction at age 65)	2023-01-01
LONG TERM DISABILITY From the 121st day of disability up to age 65	2023-01-01
EXT. HEALTH $0 Ded-80%(NAT)-50% Drugs($10,000)/80% Oth (AV)	2023-01-01
DENTAL $0 Ded. - 80% Basic/80% E&P/50% Major - $2,000	2023-01-01
CRITICAL ILLNESS $30,000 benefit up to age 70	2023-01-01

Letter of Understanding # 1

Re: Paul Masters

Between:

The Mary Winspear Centre (the Employer)

And

The International Alliance of Theatrical Stage Employees. Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, Local 168 (the Union)

Whereas IATSE Local 168 and The Mary Winspear Centre value the experience and tenure of Paul Masters, the parties agree to adapt the following as the work conditions for Paul Masters, with the following caveats:

1> This position is only available to Paul Masters
2> Paul Masters will work forty (40) hours per calendar month in the position noted below and covered by all terms of the Collective Agreement, to be scheduled by the Employer.
3> Should Paul Masters vacate this position, retire from employment, retire from IATSE Membership, or be legally released from his position, this position shall be removed from the Collective Agreement, and hours redistributed to the other Assistant Technical Director positions per Article 33 of the Agreement.

ARTICLE 33 – Hours of Work

Regular employees shall be defined as follows

iii) Assistant Technical Director - Audiovisual shall work per the terms and conditions in Letter Of Agreement #1

IN WITNESS WHEREOF these three parties have set their hands this _____ day of _____2026.

For the EMPLOYER:

_____ Mary Winspear Centre

_____ Mary Winspear Centre

For Paul Masters

_____ Paul Masters

For IATSE Local 168:

_____ President

_____ Secretary Treasurer