

COLLECTIVE AGREEMENT

BETWEEN

HASTINGS ENTERTAINMENT INC.

- and -

**OFFICE AND PROFESSIONAL EMPLOYEES'
INTERNATIONAL UNION, LOCAL 378**

Term: August 1, 2000 - July 31, 2004

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This Agreement is made and entered into by and between

HASTINGS ENTERTAINMENT INC.
(hereinafter called the “Employer”)
PARTY OF THE FIRST PART

and

OFFICE AND PROFESSIONAL EMPLOYEES’
INTERNATIONAL UNION, LOCAL 378
(hereinafter called the “Union”)
PARTY OF THE SECOND PART

**as evidenced by signature(s) of their duly
authorized representative(s) hereinafter affixed.**

ARTICLE 1: PURPOSE

1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees, to provide **an** equitable method for the prompt disposition of grievances. To establish and maintain satisfactory working conditions and wages in the operation of thoroughbred and all other forms of racing on which pari-mutuel wagering is conducted and any other form of gambling or wagering that is introduced to the Employers operation, for all employees who are subject to the terms and conditions of this Collective Agreement.

ARTICLE 2: PLACE OF OPERATION

2.01 Agreement

The terms and provisions of this Agreement shall, subject **as** hereinafter provided, apply to **all** persons employed by the Employer as defined under Article 3.

2.02 Off Track Betting

When Off-Track, Teletheatre, Inter-Track, Telephone Account Betting or any other form of gambling or wagering that is operated by the Employer, members of the Union shall be employed at such locations.

ARTICLE 3: UNION RECOGNITION

3.01 Sole Agent

The Employer recognizes the Union as the sole and exclusive bargaining agent for those employees in the bargaining Unit **as** stated in the Certificate of Bargaining Authority issued by the Labour Relations **Board** of B.C. **and** amendments thereto.

3.02 Excluded Persons Working

Persons whose classification is not in the bargaining Unit, shall not work on any classifications which are included in the bargaining unit, except for the purposes of instruction and training. However, it is acknowledged that through non-attendance or illness, emergencies may arise during the course of a day, at which time **an** individual excluded from the bargaining unit may fill-in a Union position, but only for that specific day. The Company will advise the Union as soon as is practical.

3.03 Probationary Employees

The terms and conditions set forth in this Agreement shall have full force and effect for all employees in the bargaining unit except as otherwise specified **for** probationary employees.

3.04 Contracting Out

The Employer will not contract out any work normally performed by member(s) **of** the Bargaining **Unit**, where such contracting out would result in the layoff, reduction in pay rate, or change in employment status **of** a member, either immediately or at any time in the **future**.

3.05 Temporary Assignment

Persons who are subject to this agreement shall continue to be subject to this agreement and the Union shall continue to be their sole and exclusive collective bargaining agent even where **such** persons are required to perform their work functions anywhere within

the province of British Columbia, or elsewhere when on temporary assignment and performing such work functions on behalf of the Employer.

ARTICLE 4: MANAGEMENT RIGHTS

4.01 Union Acknowledgement

- (a) The Union acknowledges that it is the sole and exclusive function and power of the Employer to supervise, manage and control the Employer's operations, and without limiting the generality of the foregoing, to hire any and all employees that may be needed from time to time, to promote, demote, transfer, direct, classify, suspend, discipline, lay-off, and discharge employees; provided that a claim by an employee who has completed probation that he/she has been discharged or disciplined without just and sufficient cause, may be dealt with under the grievance procedure provided for herein.

- (b) The Employer acknowledges that in the exercising of its rights, as set out above, it must do so in a businesslike manner and that all other provisions of this agreement must be complied with in the exercising of such rights.

4.02 Regulatory Bodies

It is understood and agreed that the Employer, the Union and all members of the Bargaining Unit described in Article 3 hereof, are subject to supervision by The Canadian Pari-Mutuel Agency and of the British Columbia Racing Commission and of laws and regulations administered and enforced by such authorities. Subject to this Section, both parties subscribe to the intent of the ~~Human~~ Rights Code of British Columbia and the Canadian Charter of Rights and Freedoms.

ARTICLE 5: UNION MEMBERSHIP

5.01 Membership

- (a) The Employer agrees that all employees covered by this agreement shall, **as** a condition of employment, become and remain members of the Union. New employees, hired subsequent to the signing **of** this agreement, shall become and remain members **of** the Union as a condition of employment on the first (1st) day **of** employment by the Employer.
- (b) The Employer shall give to the Union the name, address, telephone number, classification and wage rate of all newly hired employees, within two **(2)** weeks of the date of hiring.

5.02 Authorization

Each employee in the bargaining unit shall, as a condition of continued employment, execute **an** authorization form approved **an** supplied by the Union providing for the deduction from the employee's wages or salary the amount **of** the regular monthly dues and any other dues, levies, assessments, fees or fines owing or payable to the Union **as** established by the Union.

5.03 Dues Deductions

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit the amount **of** the regular monthly or other dues including, but not limited to, initiation fees owing or payable to the Union by a member **of** the Union, as established by the Union.
- (b) The Employer shall deduct from the pay or salary of any employee who is a member of the Union the amount **of any** levies, assessments, fees or fines owing or payable to the Union by a member of the Union, **as** established by the Union.

5.04 Remittance to Union

- (a) **All** deductions made by the Employer pursuant to this Article shall be remitted to the Union by not later **than** the fifteenth (15th) day of the calendar month following the date of deduction and shall be accompanied by a list of employees from whom such deductions have been made and the purpose of the deduction and the amount in each case. Deductions shall coincide with each bi-weekly or monthly pay period **as** the case may be. It is understood that this method applies

while the required deductions remain as a percentage of gross earnings. A change of instruction may require a different time plan.

- (b) Before the employer is obliged to deduct any amount pursuant to this Article, the Union must advise the Employer in writing of the amount to be so deducted. The amount advised shall continue to be the amount to be deducted until changed by official notice in writing from the Union to the Employer. The **Union** shall provide the Employer with a minimum of **fifteen (15)** calendar days notice in advance on the implementation date of any change in deductions pursuant to this Article.

5.05 Income Tax - Dues

The Employer shall provide each employee with a total **of** deductions made in the calendar year in a form acceptable for Income **Tax** purposes.

5.06 Acceptance

The Union agrees that they will accept in the membership **all** employees **who**, because of their occupational classification, are eligible for membership in the Union.

5.07 Loss of Good Standing

An employee who loses his/her good standing in the Union, shall be subject to discharge by the Employer, and shall be discharged within ten (10) days after written demand therefore given by the Union to the Employer. The Union agrees to indemnify the Employer against any award, judgement, loss or expense arising out of any legal claim made against the Employer by any employee because of his/her discharge by the Employer at the request of the Union pursuant to the provisions of this Article.

ARTICLE 6: NO STRIKES OR LOCKOUTS

6.01 Terms

During the life **of** this Agreement there shall be no strike, work stoppage or any interference with or interruption **of** services and the Employer will not cause any lockout.

6.02 Strike

STRIKE shall include a cessation of work, or refusal to work or refusal to continue to work in accordance **with** common understood practices, in combination or in concert, for the purpose of compelling the Employer to agree to terms or condition of employment.

6.03 Lockout

LOCKOUT shall include the closing of a place of employment, a suspension **of** work, or a refusal by the Employer to continue to employ a number of employees, done to compel his employees, or to aid another Company to compel his employees to agree to conditions of employment.

6.04 Permission - Union Activities

The Union agrees that employees will not engage in **Union** activities during working hours or hold meetings at any time on the premises **of** the Employer without the permission of the Employer. Permission to hold such meetings shall not be unreasonably refused.

6.05 Picket Lines

Employees covered by this Agreement have the right to refuse to cross a **lawful** picket line arising out **of** a dispute as defined by the Labour Relations Code. Employees who refuse in good conscience to cross a picket line will not be subject to disciplinary action, but will be considered to be absent without pay.

6.06 Introduction to New Members.

The Employer agrees that for introductory purposes, newly hired employees who become members of the Union will be introduced, by the Employer, to a Job Steward and/or Executive Councillor, during their first week of employment. The Employer also agrees to allow a Representative of OPEIU Local 378 to meet all new members of the Union on the premises of the Employer. Such meetings will take place quarterly throughout the year and at times mutually agreed to between the Union and the Employer, and shall not exceed thirty (30) minutes in length. For the purpose of enhancing Labour Relations between the parties, a Representative from the Human Resources Department may be in attendance at a designated time during the meeting.

ARTICLE 7: LABOUR/MANAGEMENT COMMITTEE AND JOB STEWARDS

7.01 Aim

A Labour/Management Committee shall be established consisting of a maximum of three (3) Representatives of the Union and a maximum of three (3) Representatives of the Employer. The Labour/Management Committee shall concern itself with matters of the following general nature:

- (i) Consideration of mutual problems with a view to providing a sound and harmonious relationship between the Employer and the Union.
- (ii) Increasing operational efficiency by promoting co-operation between the Employer and its employees.
- (iii) Improving service to the public.
- (iv) Promoting education and training of the employees employed within the Bargaining Unit wishing to prepare themselves for transfer or promotion.

7.02 Meetings

The Labour/Management Committee shall meet at the request of either party at a time and place mutually satisfactory to both parties. It is assumed that both parties will develop regularly scheduled times for such meetings. Either party may, one (1) week in advance of the meeting, deliver to the other party those matters in writing to be discussed at the meeting.

7.03 Terms

It is further mutually agreed and understood that the Labour/Management Committee does not form **part** of the grievance or arbitration procedures set forth in this Agreement and no matter which is the subject of a grievance or arbitration shall in any event be the subject **of** discussion of this Committee.

7.04 Attendance

It is agreed that the Union Representatives of the Labour/Management Committee when required to attend during their work period will be granted a leave **of** absence with pay to so attend.

7.05 Job Stewards List

The Union shall notify the Company, in writing, of the names of the employees who will act **as** Job Stewards. Each Job Steward shall represent Union members by reference to specific work areas and/or locations, except where the assigned Steward for the work area is unavailable. Where there is no Job Steward available, the Employer will choose **an** employee to act **as** a witness.

7.06 Job Stewards Duties

Job Stewards' duties and responsibilities shall include the following activities:

- (a) Investigation of complaints, grievances, and/or disputes which have arisen, including the making of presentations to management as required.
- (b) The transmission of Union bulletins and/or notices by posting or such other means **as** are reasonable under the circumstances.
- (c) Participation in collective bargaining and arbitration proceedings when directed by the Union.
- (d) Participation in the administration of the Union **as** may be required for Union meetings and Job Steward meetings.

7.07

- (a) Job Stewards can carry out their duties in Article 7.06(a) and 7.06(b) above without loss of pay during regular work hours provided it does not cause undue disruption to the workplace and it shall be considered **as** time worked. Before carrying out such duties during regular-working hours, the Job Steward will first obtain permission from his/her supervisor. Such permission will not be unreasonably withheld. Time spent by Stewards beyond their regular hours will not be paid for by the Employer.
- (b) Job Stewards shall be granted time off without pay to undertake the responsibilities in Article 7.06(c), however, this time shall be considered time worked for all other purposes of seniority and any other entitlements under the Collective Agreement. Upon written authorization from the Union, they will be paid directly by the Employer for **any** time that they would have otherwise been scheduled to work. The Union will be invoiced for such time and will reimburse it expeditiously upon receipt of such invoice.
- (c) Time off without pay for activities outlined in 7.06(d) may be granted in accordance with Article 18.

ARTICLE 8: GRIEVANCE PROCEDURE

8.01 Recognition

The Employer and the Union recognize that grievances may arise concerning:

- (a) Any difference between the parties respecting the interpretation, application, operation or alleged violation of the provisions **of** this agreement including a question **as** to whether or not a matter is subject to Arbitration,
- (b) the dismissal, discipline or suspension of an employee,
- (c) a policy grievance filed by the Union or the Employer where the interpretation or application of the Collective Agreement applies to two (2) or more employees in the same manner.

8.02 Procedure

The procedure for resolving a grievance shall be as follows:

A grievance initiated by the Union or the Employer under Section 8.01 (a), 8.01 (b) or 8.01 (c) shall be submitted to the other party, in writing, within twenty-eight (28) calendar days of the incident(s) giving rise to the grievance, indicating the nature of the grievance and the Article(s) and Section(s) of the Collective Agreement presumed to have been violated. A grievance initiated under Section 8.01 (a) shall begin at Step 1 of the grievance procedure and a grievance initiated under Section 8.01 (b) or Section 8.01 (c) shall begin at Step 2 of the grievance procedure.

8.03 Employee Entitlement

Any employee covered by this Agreement, when called in for any discussion which may result in disciplinary action, shall be advised of their entitlement to have a Union Steward or a Union Representative present. Should the employee decline such representation, the Employer will provide an opportunity for a Union Steward or a Union Representative to speak to the employee prior to proceeding with the discussion. No employee who has completed probation shall be disciplined except for just and sufficient cause.

8.04 Regulatory Bodies - Discharge

It is understood that without limiting the Employer's rights to discharge employees that:

- (a) the fact that the Employer is called upon to discharge an employee by reason of or arising from the supervision of The Canadian Pari-Mutuel Agency and/or provisions of the British Columbia Racing Commission Act,

shall be deemed to be just and sufficient cause for dismissal of the employee, provided that nothing herein shall prevent the employee going through the grievance procedure.

8.05

Step 1

Between the employee concerned and the Job Steward and the Department Manager and in the case of an Employer grievance, between the Union Representative and the Department Manager. The discussion at this step shall be held within seven (7) calendar days from the date the grievance was received. The Department Manager or in the case of an Employer grievance, the Union Representative, shall give a written decision to the other party within ten (10) calendar days from the date the discussion took place. Should the Union or the Employer wish to proceed to the next step, written notice shall be sent to

the other party and received within ten (10) calendar days from the date the written decision was received.

A grievance not resolved at Step 1, may be referred to Step 2.

Step 2

Between the Union Representative and the Director of **Human** Resources. The employee(s) concerned may be present at Step 2. The discussion at this step shall be held within seven (7) calendar days from the date the written notice to proceed to Step 2 was received, The Director of Human Resources or in the case of an Employer grievance, the Union Representative, shall give a written decision to the other party within ten (10) calendar days from the date the discussion took place. Should the Union or the Employer wish to proceed to the next step, written notice shall be sent to the other party and received within ten (10) calendar days from the date the written decision ~~was~~ received.

A grievance not resolved at Step 2, may be referred to Step 3.

Step 3

Between the Union Representative and the General Manager **of** the Employer. The employee(s) concerned may be present at Step 3. A discussion at this Step shall be held within seven (7) calendar days ~~from~~ the date the written notice to proceed to Step 3 was received. The General Manager or in the case of an Employer grievance, the Union Representative, shall give a written decision to the other party within ten (10) calendar days ~~from~~ the date the discussion took place.

8.06 Arbitration

In the event that no satisfactory settlement is reached between the Union and the Employer at Step 3, the grievance may be submitted for arbitration by either party to this Agreement to a single arbitrator, **as** hereinafter set **forth** within twenty (20) calendar days from the date the written decision was received pursuant to Step 3 of the grievance procedure.

8.07 Dismissal

In the case of dismissal, a grievance may be filed by an employee who feels he/she ~~was~~ unjustly dealt with. This grievance must be filed within five (5) working days from the date of dismissal and shall commence at Step 2. In any subsequent disposal of this case during the grievance procedure, the Employer may reinstate the employee ~~with~~ full back pay, suspend the employee for a definite period or sustain the discharge.

8.08 Time Limits

The time limits as prescribed above may be modified by mutual agreement of the parties.

8.09 Refusal

Any grievance must be submitted to the other party, in writing, within twenty-eight (28) calendar days of the events which gave rise to the grievance as per Article 8.02. Any grievance submitted after twenty-eight (28) calendar days from the date which gave rise to the grievance may not be given consideration by either party.

8.10 Resolution

Resolution of the matter at any stage, prior to arbitration by the parties, is considered as binding on both parties.

ARTICLE 9: SINGLE ARBITRATOR

9.01 Procedures

If a grievance is not settled pursuant to Article 8, it may be referred to a single Arbitrator in accordance with the following procedures:

- (a) The party desiring arbitration under this Article will notify the other party in writing, in accordance with Article 8.
- (b) The parties to the dispute will thereupon decide on the appointment of an Arbitrator. Failing agreement on this appointment within ten (10) days of such notice, the parties shall choose one (1) of the arbitrators from the list defined in (c) below, by random draw, subject to the availability of the selected arbitrator to hear the grievance within the time limits specified below.
- (c) The parties shall agree on a list of six (6) Arbitrators who can be available to conduct hearings within the time limits specified in this Article. This list shall be reviewed and amended if one of the Arbitrators becomes unavailable or upon the expiry of the collective agreement, or, by mutual agreement at any time during the collective agreement.

9.02 Hearing

The Arbitrator shall hear the Parties, settle the terms of the question to be arbitrated, and make its award within sixty (60) days of the appointment, unless the time is extended by agreement of the Parties. The Arbitrator shall deliver the decision, in writing, to each of the parties. It shall be final and binding on the Parties and shall be carried out forthwith.

9.03 costs

Each party shall pay their own costs and expenses of the Arbitration and one-half of the remuneration and/or expenses of the Arbitrator.

ARTICLE 10: ALTERNATIVE DISPUTE RESOLUTION

As an alternative to the use of a single arbitrator pursuant to Article 9, the Union or the Employer may, by mutual agreement, utilize either of the following procedures to resolve grievances:

10.01 Arbitration Panel

- (a) **An** arbitration panel shall consist of one representative of each of the parties, who shall jointly select a neutral Chair. If they are unable to agree on the appointment of the Chair within ten (10) days of the agreement to appoint a panel, the matter may be referred to the Director of the Collective Agreement Arbitration Bureau **to** make **an** appointment, using the list defined in Article 9.01(c) and such appointment shall be deemed to be by agreement of the parties.
- (b) The obligations and authority of such arbitration panel shall be the same as those of a single arbitrator pursuant to Article 9, except that if the decision of the panel is not unanimous, then the decision **of** the majority of the panel shall be final and binding on the parties and shall be carried out forthwith.
- (c) Each party shall pay its own costs and expenses of the Arbitration, including those of its appointee, and one-half the remuneration and/or expenses of the Chair.

10.02 Expedited Arbitration

- (a) The parties shall agree on a list of four **(4)** arbitrators who can be available to conduct hearings within seven **(7)** calendar days of referral. This list shall be reviewed and amended when one of the arbitrators becomes unavailable, or upon expiry of the collective agreement, or by mutual agreement at any time during the term of the collective agreement.

- (b) When the parties agree to refer a dispute to expedited arbitration, it shall be referred to one of the arbitrators on the list on a rotating basis. Should the selected arbitrator be unable to hear the matter within seven (7) calendar days, either party may request that it be referred to the next arbitrator on the list who is available to hear the matter within the seven (7) days.
- (c) Expedited arbitration hearings shall be conducted within seven (7) calendar days of the agreement to refer the matter to expedited arbitration, unless otherwise agreed by the parties.
- (d) Expedited arbitration hearings will be conducted without the use of legal counsel, and with minimal reliance on arbitral authorities or sworn testimony.
- (e) The decision of an arbitrator under the expedited arbitration procedure shall be rendered within seven (7) calendar days of the hearing. It shall be final and binding on both parties and shall be carried out forthwith. It shall not be considered precedent-setting in regard to **any** other dispute between these or any other parties, nor shall it be admissible in any other arbitration or third party proceeding.

ARTICLE 11: DEFINITION OF EMPLOYMENT CATEGORY

11.01 Definition of Employment Category

- (a) Full-Time Permanent Employee - shall be defined **as** an employee who is required to work eight (**8**) hours per day and forty (40) hours per week, year round. (5 days per week).
- (b) Part-Time Permanent Employee - shall be defined **as an** employee who is required to work year round but less than forty (40) hours per week. A Part-Time Permanent employee must work at least four (**4**) days a week and more **than** one thousand (1000) hours per year.
- (c) Event Scheduled Employee - shall be defined as **an** employee who must be available to work on each event when **required**, unless excused.
- (d) Casual Employee - shall be defined **as an** employee required for a short term of employment to perform a specific task. The term of employment shall not exceed thirty (30) working days unless mutually agreed by the parties.

When a casual employee is hired, the Union will be provided with the information specified in Article 5.01 (b) within the time frame noted in the Article.

Note: In the application of categories (b) and (c) above an employee required to work more than four hundred (400) hours outside the “live racing season” (for the purposes of this clause, the live racing season will be defined as starting not later than April 15” and ending no earlier than November 15th of each calendar year) will be deemed to be an employee falling within the definition of “Part-Time Permanent” as outlined in section (b).

Employees who are currently in receipt of benefits, and, in the application of this article, lose benefit coverage, will be recognized and permitted to continue their existing level of coverage, provided those employees continue to meet the requirements for such coverage as set out in the collective agreement expiring on July 31, 1997.

(e) See letter of Understanding, re: Standby Employees.

11.02 Change in Definition

- (a) If an Event Scheduled employee’s work schedule changes to the degree that would allow him/her to meet the definition of a Part-Time Permanent Employee, as shown in 11.01(b), for a period of three (3) consecutive calendar months, this employee will have their definition of employment category changed to Part-Time Permanent.
- (b) If a Part-Time Permanent Employee’s work schedule changes so that he/she no longer meets the definition of 11.01 (b), this employee will have their definition of employment category changed to Event Scheduled Employee at the end of the calendar year.

11.03 Event Scheduled Employees - Call-In Procedure

When Event Scheduled Employees are required to work a shift they will be called in as needed, in seniority order, within the required classifications. There will be a single event-scheduled employee seniority list for each classification. The employer will start at the top of the event scheduled employee list on a daily basis and will move down the list until the required available work has been scheduled.

Should the employer exhaust the list and still require more employees than are available, attendance will be required in reverse seniority order within the classification except where absence has been granted pursuant to Article 18. If any employee fails to report to work a scheduled shift as per this article, Article 14.02 will be applied.

As soon as the Employer can confirm the dates when operational requirements increase, all event-scheduled employees will be given a list of these dates and must be available to work these shifts unless excused.

The employer shall not be required to schedule overtime where other employees in the same classifications are available to work. When scheduled overtime is required, it will be offered to employees in seniority order within the classification.

ARTICLE 12: PROBATIONARY EMPLOYEES

12.01 Collective Agreement

The terms of this Collective Agreement are not applicable to an employee during his/her probationary period, except as provided under this Article.

12.02 Probationary Period

The probationary period for a Full-Time Permanent Employee shall be sixty (60) working days. Any employee defined other than Full-Time Permanent shall be required to serve a forty-five (45) working day or two hundred and seventy (270) working hour probationary period, whichever is greater. During the probationary period ~~an~~ employee who demonstrates a competence to assume the regular duties of the position for which he/she is qualifying, can be advanced through this period on assessment by the Department head. The probationary period for all employees may be extended by mutual agreement of the Union and the Employer.

12.03 Assessment

~~During~~ the probationary period an assessment will be made in writing of the progress of the individual by the appropriate supervisor, and if found unfavourable the employee shall be so notified with a view to providing assistance and guidance. The Union Representative shall have access to the written assessment.

12.04 Performance and Termination

The Employer shall inform a Probationary Employee ~~of~~ the performance expectations unique to their job during the probationary period and shall also provide appropriate orientation and familiarization necessary to assist an otherwise qualified new employee to meet these standards. If, during the probationary period, the Employer determines that the Probationary Employee is not able to fulfill the functions required, the employee may be terminated. The Union will be advised as soon as possible of ~~an~~ employee being terminated during the probationary period.

12.05 Seniority

Probationary Employees shall not accrue any seniority until such time as they successfully complete their probationary period as per Article 12.02, in which case they shall be credited for all days worked back to the first day of the probationary period.

12.06 Ex-Employees

An employee who has previously been employed and returns to employment and has completed a probationary period in the same classification shall not be required to serve another probationary period, except by mutual agreement of the parties.

12.07 Terminal Operators

Probationary employees who are employed as Terminal Operators shall have completed a paid training period, at their regular rate of pay, before being placed on a mutual line.

12.08 Grievance and Arbitration

A Probationary Employee shall have access to the grievance and arbitration procedures contained in the agreement.

ARTICLE 13: SENIORITY

13.01 Definition

Seniority shall be defined as the length of continuous service with the employer in years and/or part years.

13.02 Seniority Established

Those current employees who are covered by the Collective Agreement shall have their seniority established as per the current Seniority List upon ratification.

13.03 Credits

Full-Time Permanent Employees and Part-Time Permanent Employees shall receive one (1) year of seniority credit for each full year worked. Event Scheduled Employees and Casual Employees shall receive seniority credit on the basis of total hours worked pursuant to the following schedule:

- | | | | |
|-----|--|---|----------|
| (a) | 1 to 350 hours worked each calendar year | = | 1/3 year |
| (b) | 351 to 700 hours worked each calendar year | = | 2/3 year |
| (c) | over 700 hours worked each calendar year | = | 1 year |

When calculating seniority credits in accordance with the formula above, any part hours worked shall be rounded off to the nearest higher or lower whole hour.

13.04 Lists - Dates

The employer shall on **January** 15th of each year post on all bulletin boards, a seniority list which shall reflect the current seniority of all employees as of November 1st of the preceding year.

13.05 Departmental Lists

The Departmental Seniority List shall contain a listing **of** all employees defined in Article 11 Definition of Employment Category, including probationary employees, stating the number **of** years **and/or** **part** years credited. The list will begin with the most senior employee and end with the most junior employee and shall be periodically updated and posted, with a copy forwarded to the Union.

13.06 Lay-off and Recall

Layoffs shall occur in each classification on the basis of the Seniority List. Recalls shall occur with the employee having the most seniority in the Department being recalled first.

13.07 Displacement Process

- (i) In the event **an** employee is laid off **from** a classification within a department, he/she will be required to exercise his/her seniority to a position within the classification in the department **from** which he/she has been displaced.

If unable to exercise seniority within the classification **as** noted above, the employee will be required to exercise his/her seniority within the department. If the employee is unable to exercise into a classification within the department he/she will then be required to exercise his/her seniority to another classification within any other department he/she can hold a position.

If the employee fails to secure **a** position within any other department the employee will be placed on lay-off **status**.

Recall will be conducted in the reverse order to that set out above.

- (ii) It is understood that **an** employee exercising seniority will only be confirmed in a position to which he/she is qualified and has the ability to perform the full duties of the position through the exercise of seniority.
- (iii) Employees will be required to exercise seniority rights pursuant to this Article within five (5) days of being displaced or the employee will be deemed to be laid off. Respecting employees returning from vacation leave or sick leave, the five (5) days to exercise seniority will commence upon the employees return from the leave noted above.

13.08 Notice of Layoff

The Employer shall provide **an** employee with a minimum of seven (7) calendar days written notice of layoff, with a copy sent to the Union.

13.09 Re-call of Employees

- (a) An Employee who is laid off under the terms of this Agreement shall be placed on a recall list for one (1) year following the date of layoff.
- (b) Notice of recall to an Employee who has been laid off shall be made by regular mail to the Employee's last known address. A laid off Employee is responsible for providing the Employer with his/her current mailing address. A copy of each recall notice shall be sent to the Union.

ARTICLE 14: LOSS OF SENIORITY

14.01 Reasons

An employee will lose seniority rights and employment **and** his/her name shall be removed from the Departmental Seniority List for any of the following reasons:

- (a) If the employee voluntarily quits employment or retires;
- (b) If the employee is discharged for just cause and not reinstated pursuant to the provisions of the grievance procedure herein;
- (c) If the employee has been laid off and fails to return within ten (10) calendar days after recall, as per Article 13.09, unless through sickness, accident or justifiable reason or the time period is extended by Mutual Agreement between the

Employer and the Union. This does not negate the Union's right to grieve "justifiable reason";

- (d) If the employee overstays, without acceptable reason, a leave of absence granted by the Employer;
- (e) At the start of each calendar year, if an attempt has been made to contact an Event Scheduled Employee on at least three (3) occasions and either there was no response or the employee advised that he/she **was** unavailable to appear, then a registered or couriered letter shall be sent to the employee advising that one (1) final contact shall be attempted. If again the employee is unavailable or no contact is made, then he/she shall be considered terminated.

14.02 Absent Without Prior Written Approval

If an employee is absent from work without prior written approval of the Employer, the seniority rights of such employee will be suspended and the Employer will advise the Union and employee in writing immediately. The employee will lose his seniority rights six (6) working days thereafter, unless the Employer receives in writing from the employee, giving evidence satisfactory to the Employer that the absence of the employee from work was caused by sickness, accident or other approved circumstances, in which event the employee shall be granted leave **of** absence **and** his seniority rights reinstated. (Provided the Employer is satisfied with the evidence, otherwise to be treated as a grievance).

ARTICLE 15: JOB OPPORTUNITY

15.01 Postings

When a predictable vacancy or new position is created in a Full-Time Permanent, Part-Time Permanent or Event Scheduled Employees employment category covered by this collective agreement, it shall be posted on all designated bulletin boards and shall not be considered filled until the procedure as set out in this Article is completed. **A** predictable vacancy would occur when an incumbent employee leaves the position and the requirement of the position is ongoing.

15.02

- (a) Job Postings

Job Postings shall include pertinent details of the job such as job title, department, rate of pay, expected hours of **work**, major duties, qualifications and the closing

date of the job posting, which shall be seven (7) calendar days from the date the job was posted. A copy of all job postings will be sent to the Union.

(b) Applications For Job Posting

Applications for job postings shall be in writing on an employment application form provided by the Employer. Each employee covered by this collective agreement shall be allowed to bid on any job posting outside their own department. The right to bid on jobs in other departments shall only occur once the employees in the said departments have had first opportunity to bid on the job postings.

(c) Interviews For a Job Posting

When possible, all interviews for a job posting shall be conducted during the applicant's regular hours of **work** and time spent for such interviews shall be considered as time worked. When possible, an applicant shall be interviewed at a time other than during their regular work hours, if requested by the applicant.

(d) Employee on Vacation when Job Posted

If an employee is on a vacation and is to be eligible for one specific job posting that may be posted during the vacation that employee must submit a resume and cover letter to Human Resources prior to taking his/her vacation. The employee must also request a preliminary interview at all times upon it for one specific position. The interview will make the determination as to whether or not the employee meets the qualifications and if the employee is deemed qualified this application will be successful if the job is posted during the employee's vacation absence.

15.03 Terms

The Employer in considering applications to Job Postings shall give preference to the qualifications and ability of the applicants and if considered equal the senior applicant shall receive the position. The successful applicant's name shall be posted on the bulletin boards, with a COPY sent to the Union and on request, the employer shall give an unsuccessful applicant reasons why he/she was not successful. The applicant selected as per this Article shall serve a thirty (30) working day trial period. If unable to fulfill the duties, the employee shall revert to the former position held, or may, during the trial period elect to return to his/her former position.

15.04 Move From E.S.E. to P.T.P.

A normal move from “Event Scheduled Employee” to “Part-Time Permanent Employee” within a classification on a Departmental Seniority List shall not require processing through the posting procedure. The Union will be notified, **as soon as** possible, of the names of the employees who have moved from Event Scheduled Employee to Part-Time Permanent Employee status.

15.05

(a) Transferring Within the Bargaining Unit

If an employee in one department wishes to transfer to an Event Scheduled Employee in another department or if an Event Scheduled Employee wishes to perform work, as **an** Event Scheduled Employee, in more than their own department, he/she may register this request, by filing an application **with** the Manager, Human Resources. **If** an opportunity for work becomes available in a department where such a request **has** been registered, such applications will be considered in accordance with the criteria outlined in Article 15.03. There shall be no obligation whatsoever on the employer to pay any overtime rates pursuant to this Article if/when any other employee is available to work regardless of seniority.

(b) Transferring Outside the Bargaining Unit

The Employer agrees to provide protection to Union members who perform work for the Employer outside of the bargaining unit for a period **of thirty (30) working days. Seniority will continue to accrue during this time and the Employer, at their discretion, can return the employee to his/her former position at anytime during this period. This period can be extended by mutual agreement **of the Employer and the Union.****

15.06 Seniority

Any employee who transfers from one classification to another pursuant to this Article, shall retain accrued service credit and it shall be added to any seniority accumulated in the new classification for the purposes **of** calculating entitlements under the collective agreement except Call-Ins, job postings and layoffs, for which only classification seniority shall be used. An employee permanently laid off after they have transferred into another classification, shall have the option to be laid off or bump back into their most recent previous classification if they have sufficient ability and seniority to assume that job. Seniority shall only be accumulated on a classification basis.

15.07 Temporary Promotions

Both parties agree that the efficiencies of the operation may require the Employer to make immediate temporary promotions and changes in a position eligible to be posted. It is agreed that the Employer may pre-canvass, on the basis of the seniority list, where possible, those employees qualified, of their desire to perform these requirements and/or extra duties. Any qualified employees wishing to be considered may submit their name, in writing, to the Manager of Human Resources.

15.08 New Positions

- (a) If a new position is created within the Bargaining Unit, during the term of the agreement the Employer will consult with the Union regarding the proposed job duties, selection criteria and wage rate prior to establishing the rate to be paid for such position. Such discussion will be initiated at least seven (7) days prior to the posting of the position. If the Union does not agree with the wage rate established by the Employer for such position, the Union may refer the matter to Arbitration.
- (b) If an existing job is substantially altered during the term of the agreement, the Employer will consult with the Union regarding proposed job duties, selection criteria or wage rate seven (7) days prior to establishing the rate to be paid for such position. If the Union does not agree with the wage rate established by the Employer for such position, the Union may refer the matter to arbitration. If the Employer substantially alters a job, any incumbent in the position will have thirty (30) calendar days in which to qualify for said job. If the employee fails to qualify in the opinion of the Employer, or elects not to qualify within the thirty (30) calendar day period, the position will be posted and the incumbent will have the opportunity to bump as per Article 13.07. If the substantially altered job is vacant, the employer will post the position. This article will not replace or preclude the terms and conditions of Article 20: Technological Change.

15.09 Salary Rate

An employee assigned to work on a combination of classifications shall be paid the *salary* rate of the higher classification.

15.10 Salary Rate - Temporary

An employee assigned temporarily to replace another employee in a higher classification shall be paid at the rate of pay for the job the employee is temporarily replacing for the time so worked.

15.11 Co-operation

- (a) The Company agrees to co-operate with the Union to exchange information which the Company relied upon in deciding which applicant is to be or has been awarded any job posting.
- (b) For the purpose of his/her career planning, an employee may request to meet with a representative of the Human Resources Department at a mutually agreed upon time to discuss the qualifications and skills required for specific job postings.

15.12 Speciality Windows

The parties agree that in the temporary replacement of employees assigned to “Specialty Windows”, the provisions of Article **15.03** and **15.07** will be applied provided that the senior eligible employee can handle the responsibility.

Permanent replacement selections will be made from among those who have registered their interest in working on **such** a “Specialty Window” in accordance with Article **15.03**. The provisions of Article **15.12** will only apply (re the temporary and/or permanent replacement) if the senior eligible employee is scheduled to work.

ARTICLE 16: WAGES

16.01 Schedule “C”

During the term of this Agreement, the Employer and the Union agree that the classifications **and** wage rates will **be as set forth** in Schedule “C” hereto, which is hereby made a part of this Agreement.

16.02 Terms - Down Time

- (a) Where for any reason **an** employee has been scheduled to work and **has** not been advised otherwise, and that employee **arrives** at the check-in point at work, and the scheduled work for that day has been cancelled for whatever reason, each employee effected shall be paid for two **(2)** hours at their regular rate **of** pay. If the employee has commenced their shift when the cancellation occurs, each affected employee shall be paid for four **(4)** hours at their regular rate of pay.
- (b) Where down time is required each affected employee shall be paid at their regular rate of pay in accordance with **(a)** above.

16.03 Overtime

Overtime shall be paid on the basis of the first four **(4)** hours in any one (1) week at the rate of one and one-half (1½) times the hourly rate. Any time worked in excess of four **(4)** hours overtime in the work week shall be at double time the hourly rate.

ARTICLE 17: STATUTORY HOLIDAYS

17.01 Paid Holidays Defined

The Employer agrees to observe the following holidays which shall be considered to be Statutory Holidays without loss of pay:

New Year's Day	Canada Day	Remembrance Day
Good Friday	B.C. Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

17.02 Other General Holidays Proclaimed

Any holiday proclaimed by the Federal Government or Provincial Government of British Columbia shall be granted to employees with the same conditions as a Statutory Holiday.

17.03 Pay for Statutory Holiday

Subject to restrictions set out in this Article, each employee shall have a holiday on a day that is a Statutory Holiday and shall be paid his/her regular wage rate for such a holiday.

17.04 Formula For Holiday Pay

- (1) An employee who has completed thirty **(30)** calendar days of employment prior to the Statutory Holiday and ~~has~~ worked or earned wages for at least fifteen (15) of the last thirty **(30)** days before the Statutory Holiday shall receive:
 - (a) If ~~an~~ employee is not required to work on the Statutory Holiday, he/she shall receive the same amount as if the employee had worked regular hours on the day off.
 - (b) If an employee is required to work on the Statutory Holiday, he/she shall receive one and one-half (1½) times the employees regular wage for the time worked and in addition, one (1) regular days pay,

- (2) An employee who has completed thirty (30) calendar days of employment prior to the Statutory Holiday but has not worked or earned wages for at least fifteen (15) of the last thirty (30) days before the Statutory Holiday shall receive:
- (a) If an employee is not required to work on the Statutory Holiday, he/she shall receive an amount equal to the previous thirty (30) days total wages, excluding overtime, divided by fifteen (15).
 - (b) If an employee is required to work on the Statutory Holiday, he/she shall receive one and one-half (1½) times the employees regular wage for the time worked and in addition, an amount equal to the previous thirty (30) days total wages, excluding overtime, divided by fifteen (15).
- (3) An employee who has not completed thirty (30) calendar days of employment prior to the Statutory Holiday shall not be entitled to Statutory Holiday pay as per this Article, but shall be paid their regular wage rate for the time worked.

17.05 Statutory Holidays Falling on Non-Working Day

Where an employee qualified for a Statutory Holiday as outlined in Article 17, and such holiday falls on a non-working day for the employee, or during his/her annual vacation, the employee shall, with the agreement of the Employer designate a working day that is not later than the next annual vacation of the employee, and the day so designated shall be deemed to be the public holiday.

When an employee is required to work on a Statutory Holiday the same terms and conditions as outlined in Article 17 shall apply.

ARTICLE 18: LEAVE OF ABSENCE

18.01 Request for Leave of Absence

Any employee covered by this collective agreement may request a leave of absence, with or without pay. Requests for any leave of absence shall be made in writing no later than five (5) days prior to the commencement of the leave, to his/her Department Manager and, if granted, shall be confirmed in writing by his/her Department Manager. Such written leave of absence requests shall not be unreasonably withheld, and will be conditional on a sufficient number of employees to adequately staff the department in the opinion of the Department Manager, except where otherwise specified in this Article.

18.02 Leave of Absence up to 3 Months

A leave of absence shall be granted for up to three (3) consecutive months, subject to the provisions set out in Article 18, providing the employee who applies for the leave has accumulated a minimum of five (5) years of seniority. Once an employee has utilized all or part of his/her leave entitlement under this Article, he/she may not apply again for this three (3) month leave of absence until he/she has accumulated an additional five (5) years of seniority following his/her return to work. For the purpose of this Article the maximum leave that can be taken at any one time is three (3) months, (ie. an employee cannot combine ten (10) years) of seniority and take six (6) months leave of absence.

18.03

The Employer agrees that the following types of leave will not be subject to availability of staff pursuant to Article 18.01, and that seniority will accrue during such leaves except where otherwise specified.

(a) Union Leave

The Employer will grant, upon written request from the Union, at least two (2) weeks in advance, leaves without pay to not more than five (5) employees at any one time to attend Union conventions, conferences and schools, provided no more than two (2) employees from any single department are involved. Additional leaves may be granted, subject to availability of sufficient staff in accordance with Article 18.01.

An employee may request leave of absence for one (1) year without pay to act as an official or representative of the Union.

Such request shall not be unreasonably denied and may upon request be extended from year to year, also not being unreasonably denied.

Present seniority credits shall be maintained but shall not be accumulated beyond the first (1st) year of leave of absence, unless the Union Representative is assigned to represent the employees of this bargaining Unit. An employee being elected to a constitutional position shall follow the above requirements in applying for leave. However, the individual will continue to accumulate seniority credits while in office.

(b) Family Leave

An employee may request an unpaid leave of absence under this Article for any of the following reasons.

(i) Maternity Leave

On written request, **an** employee who is pregnant shall be granted a leave of absence without pay for maternity reasons for a period not to exceed eighteen (18) weeks commencing not later than the birth of the child. **An** employee shall be granted extension(s) to the eighteen (18) weeks of basic maternity leave provided each such request is for medical reasons and is related to the pregnancy and is supported by a medical certificate provided by a qualified medical practitioner of the employee's choice. The pregnant employee shall advise the Employer a minimum of three (3) weeks in advance of the date on which the maternity leave of absence is scheduled to commence, and the intended duration of the leave. The employee shall advise the Employer at least three (3) weeks in advance of the scheduled end of her maternity leave and whether she intends to return to work.

(ii) Parental Leave

On written request, **an** employee who has recently given birth, or whose spouse has recently given birth, shall be granted up to twelve (12) weeks of parental leave. In the case of the natural mother, this leave must be taken consecutively with the maternity leave. In the case of the natural father, parental leave may only be taken **within** fifty-two (52) weeks of the birth of the child.

(iii) Adoption Leave

On written request, an adoptive parent shall **be granted up** to twenty-four (24) weeks of leave to care for an adopted child. Such leave must be taken within fifty-two (52) weeks of taking custody of the child.

(iv) Marriage Leave

On written request, at least three (3) weeks in advance, **an** employee who has accumulated a minimum of one (1) year of seniority shall be granted marriage leave of absence which shall not exceed three (3) weeks.

(v) Family or Household Emergency Leave

All employees shall be entitled to up to three (3) calendar days off work in each calendar year for the purposes of attending to family or household emergencies. For purposes of this Article, it is considered an emergency if the employees presence is urgently required and the employee could not

reasonably have been expected to make alternative arrangements in advance.

(vi) Bereavement Leave

Leave of absence with pay of up to three (3) consecutive working days plus the day or the remainder of the day upon which the employee is notified of the death, shall be granted to any employee who is absent from work due to a death in the immediate family.

For the purpose of this clause, “immediate family” shall include: spouse, common-law spouse, children, current foster children, parents, siblings, grandparents, grandchildren, parents-in-law, and any other relative permanently residing in the employee’s household or with whom the employee permanently resides.

For the purpose of this clause, persons of the same sex who are co-habitants shall, at their option, be deemed to be spouses.

One (1) additional day with pay shall be allowed for out-of-town travel in excess of 200 kilometers and two (2) additional days with pay where travel *is* required outside of **North** America.

An employee may request, in writing, additional leave without pay for the purpose of this clause.

In the event of the death of the son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster parents and former foster children **of** an employee, the employee shall be entitled, on written request, to a leave of absence with pay upon the day of the funeral for the purpose of attending the funeral, if he/she was scheduled to work on such a day.

If the employee is on vacation at the time of bereavement, as defined above, the employee shall be granted bereavement leave and shall have the number of days of bereavement leave added to his/her vacation entitlement.

In the event of the death of any person, employed by the Employer, **an employee, other than those identified as immediate family, as per Article 18.03 (b) (vi), shall be granted, upon written request, time off without pay to attend the funeral. This is subject to the provisions of Article 18.01.**

(c) Medical Leave

The Employer will grant a leave of absence without pay for any employee due to illness, injury, disability, quarantine or any other medical reason which prevents him/her from attending work. If medical leave is in excess of four (4) consecutive days, medical verification may be required.

(d) Court Leave

Leave of absence with pay shall be given to a Permanent Employee who is required:

- (i) to serve on a **jury** duty; or
- (ii) by subpoena or summons to attend as a witness in any proceeding held in or under a grand jury, before a court, judge, justice magistrate, coroner or human rights tribunal, provided he/she is not a party to the proceedings, or personally involved in the case. Pay for such leave will be for a maximum of two (2) days.

If the Employee receives any payment, excluding pay for meals, travel and other expenses, for such duties from any third party, this pay shall be remitted to the Employer. However, such remittance shall not exceed the employee's regular rate of pay for the applicable time period.

18.04 Leave of Absence

- (a) Event Scheduled Employees will not accumulate seniority while on leave of absence unless otherwise specified and existing credits shall be maintained. **If an Event Scheduled Employee has or would have been scheduled to work and has been granted a medical leave of absence and, in addition, this absence is in excess of one calendar week, then that Event Scheduled Employee will accumulate seniority for the duration of this medical leave. An Event Scheduled Employee shall receive seniority credit while on approved bereavement leave.**
- (b) Event Scheduled Employees will not be subject to availability of staff pursuant to Article 18.01 while on leave of absence for Family Leave, Medical Leave or Court Leave.
- (c) Event Scheduled Employees shall receive, without pay, the time granted for Full-Time Permanent and Part-Time Permanent Employees for Bereavement Leave and Court Leave.

18.05 Early Return

For scheduling purposes when the specific period of time has been granted, the employee is expected to be absent for that period and would only be able to return at the discretion of the Employer.

18.06 Available for Work

No employee shall be denied any leave of absence due to personnel shortage while any other employee in the same department is available for work. Available for work shall mean any employee who has announced that they are available for work by returning early from a leave of absence.

ARTICLE 19: VACATION PAY & ENTITLEMENT

19.01 Event Scheduled Employees

Vacation pay will be paid to all employees other than Full-Time Permanent and Part-Time Permanent as a percentage of earnings on each paycheque, in accordance with Article 19.03.

19.02 Credits

Credit for vacation purposes used in this Article shall be calculated as per Article 13.

19.03 Schedule

- (a) Full-Time Permanent and Part-Time Permanent employees shall receive annual vacations with pay based on years of continuous employment with the employer.
- (b) Full-Time Permanent and Part-Time Permanent employees must complete their annual vacation in the calendar year (ie. January 01 – December 31).
- (c) Full-Time Permanent and Part-Time Permanent employees shall receive a full year of vacation entitlement for their first part year of employment.
- (d) On January 01 of each calendar year, a Full-Time Permanent and Part-Time Permanent employee is eligible to take their vacation entitlement.
- (e) A Full-Time Permanent and Part-Time Permanent employee shall not receive any vacation with pay in their first part year of employment. Once they have

completed their first part year of employment (ie. December 31st of the year in which they are hired) they shall take their annual vacation anytime in their second year of employment and shall be paid four percent (4%) of their first part year gross earnings as shown below.

- (f) Once a Full-Time Permanent or Part-Time Permanent employee has completed their first annual vacation with pay, (taken in their second year of continuous employment) they shall receive their second annual vacation with pay (taken in their third year of continuous employment) based on fifteen (15) working; days off with pay as shown below.
- (g) If a Full-Time Permanent or Part-Time Permanent employee takes their annual vacation with pay and leaves the employ of the company, for any reason, prior to accumulating enough vacation pay to cover the amount already taken, the employer may make an adjustment from the employees final pay to recover the amount of overpaid vacation pay.
- (h) Full-Time Permanent and Part-Time Permanent employees shall receive vacation with pay and all other employees shall receive a percentage of earnings on each paycheque in accordance with the following schedule:

Years of Continuous Service	Vacation Pay Percentage and time entitlement
<u>1st Year (or Part Year)</u>	<u>4% (10 working days)</u>
<u>In 2nd year to completion of 5th year</u>	<u>6% (15 working days)</u>
<u>6 years to completion of 11th year</u>	<u>8% (20 working days)</u>
<u>12 years to completion of 19th year</u>	<u>10% (25 working days)</u>
<u>20 years to completion of 24th year</u>	<u>12% (30 working days)</u>
<u>25 years and over</u>	<u>14% (35 working days)</u>

Years of continuous service as shown on the seniority list.

- (i) Time of Taking Vacation
 - (i) Vacations will be taken at a time that is mutually convenient to Management **and** the employee.
 - (ii) Vacations selections shall be on the basis **of** seniority, subject to requirements of the Employer.

If **an** employee, while on vacation, is hospitalized or confined to his bed and is under the care of a physician, the time *so* confined will not be considered as vacation. The employee must produce a written statement from his/her Doctor which give the dates of his confinement. Such evidence will enable the manager to compute the amount of vacation still due the employee.

ARTICLE 20: TECHNOLOGICAL CHANGE

20.01 Introduction

“Technological Change” for the purposes of this agreement shall mean the introduction by the Employer into it’s operations of equipment or material of a different nature or kind than that previously used by the Employer in it’s operations which results in the displacement of any Full-Time, Part-Time Permanent, or Event Scheduled Employees from their jobs, or a change in the manner, method or procedure in which the Employer carries on it’s operations, that results in such displacement. It is agreed that this Article does not apply in cases of layoff due to shortage of work, **or** where the Employer reorganizes to do the same work with fewer staff.

20.02 Notice of Technological Change

When the Employer intends to introduce any Technological Change into it’s operation, it shall give the Union at least sixty (60) days notice before the implementation of such Technological Change. At the request of the Union the Employer will meet with the Union to review the effects of the intended Technological Change, such as the number and classifications of the employees likely to be affected. The Employer will also give notice, or pay in lieu of notice to any employees who are expected to be displaced **by** such change, based on completed years of service as follows:

- (a) At least six (**6**) months but less than three (**3**) years - two (**2**) weeks.
- (b) three (**3**) or more years - **three** (**3**) weeks, plus one (1) additional week for each completed year above three (**3**), to a maximum of eight (**8**) weeks.

It is agreed that during the notice period **an** employee may be assigned to another classification and shall be paid the regular rate **of** pay for that new classification.

20.03 Employees Displaced

Employees who are displaced from their jobs as a result of Technological Change shall be given the opportunity, in order of seniority, and at the expense **of** the Employer, where applicable:

- (a) to train for such new positions as may exist related to the introduction of the new equipment, provided such training does not exceed two (2) months or
- (b) to fill any vacancy for which they have the present ability, ie. can reasonably be expected to be performing satisfactorily within two (2) months or
- (c) to bump less senior employees in the same department, provided they have the present ability to perform their jobs, ie. can reasonably be expected to be performing satisfactorily in two (2) months.

20.04 Options

Where employees are unable to exercise any of the options in 20.03 above, choose not to elect such options, or, after the period of training as set out in 20.03 above, are found to be unable to efficiently meet the requirements of the position into which they have transferred, they shall be laid off. If an employee is laid off pursuant to this clause, he/she may elect from one of the following options:

- (a) transfer to Event Scheduled Employee status or
- (b) terminate his/her employment and receive severance pay based on years of service and part years of service pro-rated based on the number of weeks worked as follows:
 - (i) At least six (6) months, but less than three (3) completed years of service - two (2) weeks pay
 - (ii) three (3) or more completed years of service three (3) weeks pay, plus one (1) additional week for each completed year above three (3), to a maximum of sixteen (16) weeks.
- (c) A weeks pay shall be calculated as follows:
 - (i) For Full-Time Permanent Employees, it is based on the previous years annual earning divided by the number of weeks worked in that year.
 - (ii) for Part-Time Permanent Employees or Event Scheduled Employees, it is based on the previous years annual earnings divided by the number of weeks worked in that year. A minimum of twenty (20) hours of work constitutes a week of work for a Part-Time Permanent Employee and all weeks of work less than twenty (20) hours shall be added together and divided by twenty (20) and this pro-rated total added to all other entitlements under this section.

- (d) Where an employee elects 20.04 (a) above, to transfer to an Event Scheduled Employee, he/she may at any time during the twelve (12) months following this decision, elect to switch to option 20.04 (b) instead. Once the twelve (12) months have elapsed, option 20.04 (b) is no longer available. Once **an** employee has elected option 20.04 (b) he/she may not change the election.

ARTICLE 21: MISCELLANEOUS

21.01 Change of Address

It is the responsibility of all employees to keep the Employer informed of their current address and telephone number.

21.02 Bulletin Boards

The Employer agrees that Bulletin Boards will be designed for Employer and Union notices. The Bulletin Boards will be located in the following areas:

- (1) Mutuel Office
- (2) Desitnaged Lunch Rooms (2) – Grandstand Level
- (3) Racing Office
- (4) Backstretch Maintenance Office
- (5) Security Office
- (6) East Gate
- (7) East Paddock Booth
- (8) Admissions Office
- (9) General Office
- (10) Marketing Office

21.03 Union Access

At the commencement of each racing season, the Union will be provided with two (2) Club House Gate Passes and two (2) parking passes for the use of Union Representatives and will have access to the Employer's premises in normal working hours with the exception of the Money Room, by obtaining the permission of Management. Such permission will not be unnecessarily withheld.

21.04 Gender

Wherever the singular and/or masculine are used throughout **this** Agreement, the same shall be construed as meaning the plural or the feminine where the context requires.

21.05 Present Practices

Any present practices which are not specifically mentioned in this agreement and are not contrary to its intention shall continue in full force and effect for the duration of this contract.

21.06 Reporting

Any employee absent from employment due to sickness or accident for a period of one (1) **shift** is expected to notify his Department Head **of** his availability if possible, but not later than four **(4)** hours prior to check-in time.

21.07 Correspondence

All correspondence other than routine, resulting from this Collective Agreement shall be sent to the President of the Union or designate. Such correspondence to the Employer shall be sent to the Director of Human Resources with a copy to the General Manager.

21.08 Personnel Files

(a) A personnel file shall be maintained by the Employer for each Employee in the bargaining unit. Such file shall include all disciplinary letters, performance and/or probationary assessments and letters of commendation concerning the Employee's employment and work performance.

(b) Access to Personnel File

Upon written request, and with reasonable notice to the Employer, an employee shall have the right to read and review his/her personnel file. After reviewing his/her personnel file, an employee may request in writing and shall receive, a copy of any specific document, record or report contained in the employee's personnel file.

(c) With written authorization from an employee and with reasonable notice by written request to the Employer, a Union Representative shall have the right to review that employee's personnel file. On Specific request, the Union representative shall be provided with copies of any document, record or report in the employee's personnel file.

(d) Purging Personnel Files

Adverse disciplinary and/or performance notations in an employee's personnel file shall be expunged after twenty-four **(24)** months. It is understood that repeated

offences will continue to remain on record until a clear two (2) year period has been established.

21.09 Changes to Standard Start Time

The Employer agrees to provide affected employees at least twenty-four (24) hours of notice of any change in the standard start time. The Employer will make reasonable effort to ensure schedules are posted seven (7) days in advance.

21.10 Union Insignia

The Employer Will allow the Union insignia in a format no larger than 6" x 6", to be displayed on all designated bulletin boards.

21.11 Fresh Drinking Water

The Employer will ensure that pure fresh drinking water is available for employees to **drink** at their work locations.

21.12 Employee Indemnity

- (a) The Employer agrees to indemnify each employee from any liable action arising from the proper performance of his/her duties and by reason of being or of having been an employee and while acting in the course of employment with *the* Employer.
- (b) The Employer shall assume reasonable costs of legal fees and expenses arising from any such action.

21.13 Personal Duties

The parties agree that individuals in the workplace shall be treated with dignity and respect. Accordingly, employees shall not be required to perform, nor shall they perform personal duties which are not related to the Employer's business.

21.14 Working Conditions

Work Week The normal work week for full-time permanent employees shall be eight (8) hours per day and forty (40) hours per week.

It is agreed that certain essential duties are necessarily performed on Saturdays and Sundays, and that exceptions to this Section presently in effect shall continue. The Employer agrees to inform the Union, on request, of the essential duties that must be

performed outside the Monday - Friday period, and **of** the names and classifications of the employees assigned these duties, including their work schedule.

It is further agreed that specific employees may have a normal work week other than Monday through Friday, and that such schedules may be altered from time to time, according to requirements, by mutual consent 'of the parties. The Employer agrees to inform the Union, on request, of the employees who have a normal work week other than Monday to Friday.

ARTICLE 22: SEXUAL AND PERSONAL HARASSMENT

22.01

(a) Prohibition Against Sexual and Personal Harassment

The Employer recognizes the right of all employees to work in an environment which is free of sexual and/or personal harassment. Accordingly the sexual and/or personal harassment of any employee is prohibited.

(b) Definition of Sexual Harassment

Sexual harassment includes, but is not limited to, comment or conduct of a sexual nature, including sexual advances, requests for sexual favours, suggestive comments or gestures, repeated or persistent leering at a person's body, or physical contact, including assault when any one or more of the following conditions are present:

- (i)** the conduct engaged in **or** the comment made by a person who **knows** or ought reasonably to know that the conduct or comment **is** unwanted or unwelcome;
- (ii)** the comment or conduct is accompanied by a reward or the express or implied promise of a reward for compliance;
- (iii)** the conduct or comment is accompanied by reprisal, or **an** express or implied threat of reprisal for refusal to comply;
- (iv)** the conduct or comment is accompanied by the actual denial of opportunity of the express or implied threat of the denial of opportunity for failure to comply; or

- (v) the conduct or comment is intended to or has the effect of creating **an** intimidating, coercive, abusive, restrictive, offensive, embarrassing or humiliating work environment.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

(c) Definition of Personal Harassment

Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age or sexual orientation. It is discriminatory behaviour, directed at **an** individual, which causes substantial distress in that person and serves no legitimate work related purpose. Such behaviour could include, but is not limited to:

- (i) physical threats or intimidation;
- (ii) words, gestures, actions or practical jokes, the natural consequence **of** which is to humiliate, alarm or abuse another person;
- (iii) distribution or display of offensive pictures or materials.

To constitute harassment, behaviour may be repeated or persistent or may be a single serious incident.

(d) Resolution of Complaints of Sexual or Personal Harassment

In respect to complaints of sexual or personal harassment, the procedure outlined below shall be utilized to resolve complaints. The grievance procedure in Article 8 shall only be utilized where specified.

- (i) **An** employee who wishes to pursue a concern arising from alleged harassment may submit a complaint in writing to either the Union, to any Manager or the Director of Human Resources within twenty-eight (**28**) calendar days of the most recent occurrence. Complaints of this nature shall be held in strict confidence by both the Union and the Employer. When a complaint has been received by either party, it will be forwarded to the other as soon **as** possible, but in no case later than three (**3**) working days.

- (ii) An alleged offender shall be given notice of such complaint under this clause and shall be given notice of, and be entitled to attend, participate in, and be represented at any hearing under this Article.
- (iii) Where either the complainant or the alleged offender **is** a member of the bargaining unit, the Employer and the Union will each appoint a representative to investigate the complaint. The two **(2)** investigators may, if appropriate, assist the complainant and the alleged offender to reach agreement on an appropriate resolution. Where such resolution is agreed upon by the complainant, the alleged offender, and both the Union and Employer investigators, it will be considered final and binding and will be submitted in writing to the General Manager. In the absence of such a resolve, the investigators shall proceed with their inquiries and shall submit either a joint or separate report(s) to the General manager within thirty **(30)** calendar days of the complaint being filed.
- (iv) The General Manager shall, within fifteen **(15)** calendar days of receipt of the report(s), render a decision on the appropriate action to resolve the issue. Such action may include, but need not be limited to discipline, separation of the complainant and harasser, introduction of a program to raise awareness, etc. Where one **of** the employees is to be transferred, it shall be the harasser who is transferred, unless the harassed employee consents to be transferred. Where the allegation of harassment is found to be frivolous, vexatious or vindictive in nature, the General Manager may also undertake discipline or other action in respect to the complainant. Such action shall only be for just cause and may be grieved pursuant to Article 8.
- (v) Where either the complainant or the alleged harasser is not satisfied with the General Manager's decision, the complaint will, within thirty **(30)** days, be put before a panel consisting of a Union representative, an Employer representative and a mutually agreed upon chairperson; and the majority decision will be final and binding. This panel shall have the right to:
 - (1) dismiss the complaint
 - (2) determine the appropriate level of discipline to be applied to the offender, and/or
 - (3) make a further order **as** is necessary to provide a final and conclusive settlement **of** the complaint.

- (vi) In any case where the General Manager is directly involved in the allegation, or in any similar potential conflict of interest, the Chairperson of the Board shall assume the responsibilities of the General Manager identified in this procedure.

ARTICLE 23: APPENDICES

23.01

All appendices attached hereto shall form part of the collective agreement.

ARTICLE 24: SICK PAY

24.01

The categories/classifications as shown below will be granted one-half (1/2) paid **day** per month sick leave. This leave provision will accumulate to a maximum of six (6) days in any one year. If not used in any given year, the sick leave will not be carried forward and the leave will expire:

1. Day Switch Board Receptionist
2. Technical Clerk 1 (fin)
3. Technical Clerk 2 (fin)
4. Secretary.

ARTICLE 25: TERM OF COLLECTIVE AGREEMENT

25.01 Term

This Agreement shall be for the period from and including **FEBRUARY 10, 2002**, to and including **JULY 31, 2004**, and from year to year thereafter, subject to the right of either party to the Agreement within four (**4**) months immediately preceding the date of expiry of this Agreement, by written notice to require the other **Party** to the Agreement to commence collective bargaining.

25.02 Written Notice

Should either Party give written notice to the other **Party** pursuant hereto, **this** Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike

or the Employer shall give notice of lockout or the Parties shall conclude a renewal or revision of ~~this~~ Agreement or a new Collective Agreement whichever shall first occur.

25.03 Labour Relations Code of BC

The parties hereto agree to exclude the operation of Section 50 (2) and 50 (3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions.

25.04

Any provision of this agreement may be amended at any time during the term of the agreement subject to the following conditions:

- (1) There must be mutual agreement in writing (which shall specify the article(s) that they wish to amend) to begin the process of amendment. If either party declines to enter into this process, the matter will be considered closed and no further discussion or any other action will ensue.
- 2) If the ~~parties~~ reach agreement on a **specified amendment, such amendment must** be in writing, signed off by ~~tl~~ parties **and** ~~d t t~~ **employee as well as t** ~~tl~~ employees within the ~~s)~~ affected.
- (3) If the parties fail to reach agreement on a specified amendment or either **party** fails to ratify the amendment, then the language will remain as per the ~~current~~ collective agreement and the failed process will not be subject to any conditions within this collective agreement nor to third party involvement. The matter will be closed.

Note:

- (1) Upon expiry of the term of this new agreement wage rates will be returned to the original rates as shown in the previous collective agreement (which expired July 31, 2000) provided both parties are in agreement. If the Hastings Entertainment Inc.'s financial situation **has** either failed to improve or has, in fact, worsened, the rates will remain **as** shown in the new Collective Agreement and will be dealt with in the next round of bargaining.
- (2) The Hastings Entertainment Inc. will provide the Union with audited financial statements on a yearly basis.

ARTICLE 26: TRANSFER OR OTHER DISPOSAL OF OPERATIONS

26.01 Application of Article

The provisions of this Article shall apply to all Permanent employees and Event Employees but shall not apply to Casual Employees.

26.02 Successorship

This agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assignees. In the event the entire operation of the Employer, or any part thereof, is sold, merged, leased, transferred, or taken over by sale, merger, transfer, lease assignment, receivership, or bankruptcy proceeding, or another company, limited or otherwise, is set up to perform any of the functions previously performed by any of the Employees covered herein or any of the functions falling within the scope of bargaining unit work, such operation shall continue to be subject to the terms and conditions of this Agreement for the life of this Agreement.

26.03 Right to Refuse Transfer

Employees who are impacted by any transfer or other disposal by the Employer of its operation, or any part thereof, in any manner referred to in this Article may elect not to transfer, or otherwise be disposed of, and shall be treated in accordance with Article 13.07, 13.08 and 13.09 (Displacement, Layoff and Recall).

ARTICLE 27: RETIREMENT

27.01 Mandatory Retirement

The mandatory retirement age for all employees covered by this Collective Agreement shall be seventy (70) years of age.

ARTICLE 28: Committee

28.01

The parties agree to form a shortage committee, the sole purpose of which is to discuss causation of shortages and possible remedies. Any remedies that the shortage committee develops can be presented to the Employer for their consideration.

The committee shall be comprised of two (2) members appointed by management and two (2) members appointed by the Union.

28.02 Employee Shortages

Short arising from extraordinary circumstances that are initiated by the Employer that is completely beyond an individual's control shall not result in disciplinary action against that employee or deduction from pay,

ARTICLE 29: Committee

29.01

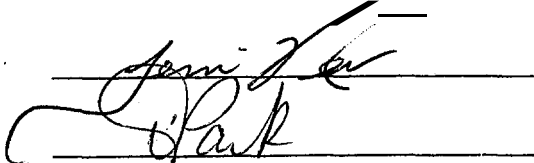
The parties agree to form a committee with a maximum of two (2) Employer members and a maximum of two (2) Union members whose purpose is to discuss Mutuel Department shift scheduling, including staffing levels, length of shifts and start and stop times.

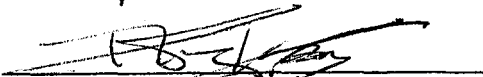
The committee may offer non-binding alternate recommendations to the Human Resources Department with a view to improving the Mutuel Department scheduling process. Alternative recommendations that meet the legitimate operational requirements will not be unreasonably rejected.

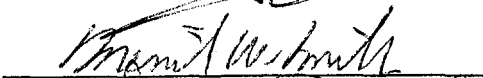
The Committee will complete this process no later than six (6) months from the date of ratification of this agreement and will meet on an as required basis to review the operational scheduling process.


IN WITNESS WHEREOF, the PARTIES have executed this Agreement at VANCOUVER, B.C., this _____ day of _____, 2003.


**SIGNED ON BEHALF OF
THE UNION**



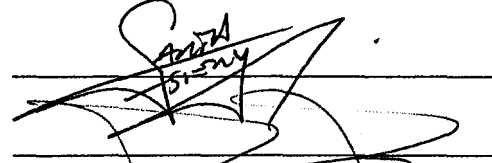









**SIGNED ON BEHALF OF
THE EMPLOYER**





SCHEDULE "C" - 1 *Wage Rates (hourly)*

RACING OFFICE

	August 01, 1999 to July 31, 2000	February 10, 2002 to July 31, 2004
Assistant Starter	39.73	36.75
Clerk of the Scales/Senior Race Office Clerk	23.70	21.92
Clocker	17.03	15.75
Data Entry Clerk*	2,185.47	2,021.56
Desk Top Publishing Coordinator	17.98	16.63
Entry Clerk	11.85	10.96
Farrier	15.78	14.60
Groundsman	34.16	31.60
Groundsman - Gate Driver	37.96	35.11
Groundsman - Schooling	12.66	11.71
Jockey Room Runner	14.83	13.72
Outrider	27.75	25.67
Outrider - A.M.	20.23	18.71
Paddock Attendant	14.83	13.72
Patrol Leader	34.42	31.84
Stall Person	15.08	13.95
Test Barn Runner	14.83	13.72
*Valet	14.91	13.79
*Valet #1	15.05	13.92

*This portion of salary the responsibility of the Employer.

** Monthly **Salary**

SCHEDULE "C" - 2 Wage Rates (hourly)

MUTUEL DEPARTMENT

	August 01, 1999 to July 31, 2000	February 10, 2002 to July 31, 2004
Money Room Clerk	20.47	18.93
Supervisor	22.82	21.11
Terminal Operator	20.47	18.93
Telephone Account Betting Clerk	20.47	18.93
Ticket Inquiries Clerk	22.82	21.11

SIMULCAST DEPARTMENT

	August 01, 1999 to July 31, 2000	February 10, 2002 to July 31, 2004
Simulcast Coordinator	15.53	18.50

SCHEDULE "C" - 3 Wage Rates (hourly)

CUSTOMERSERVICE

	August 01, 1999 to July 31, 2000	February 10, 2002 to July 31, 2004
Admissions Supervisor	22.84	21.13
Customer Service Representative	17.76	16.43
Customer Service Supervisor	22.84	21.13
Guest Relations Officer	20.20	18.69
Guest Representative	15.23	14.09
Parking Attendant	14.10	13.04
Reservationist		12.18
Senior Parking Attendant	16.98	15.71
Will Call Attendant	20.50	16.86
Group Service Representative		16.43

SCHEDULE "C" - 4 Wage Rates (hourly)

PLANT MAINTENANCE

	August 01, 1999 to July 31, 2000	February 10, 2002 to July 31, 2004
Building Maintenance Permanent	15.12	13.99
Building Maintenance Seasonal	14.33	13.26
Building Maintenance Foreman	18.11	16.75
Night Cleaning Seasonal	13.60	12.58
Night Cleaning/Chargehand Seasonal	14.33	13.26
Washroom Janitor Seasonal	13.24	12.25

SCHEDULE "C" - 5 Wage Rates (hourly)

TRACK MAINTENANCE

	August 01, 1999 to July 31, 2000	February 10, 2002 to July 31, 2004
Backstretch Janitor	13.60	12.58
Barn Attendant Seasonal	13.24	12.24
Electrician/General Maintenance	21.11	22.00
Gardener/General Maintenance	15.83	15.50
Maintenance I	16.59	15.34
Maintenance	18.11	17.00
Maintenance/Barn Attendant Extended Seasonal	15.48	14.32
Waste Removal/Maintenance		17.00
Backstretch Foreman		18.50
Mechanic		22.00
Waste Removal II		14.32
Carpenter General Maintenance		22.00

SCHEDULE "C" - 6 Wage Rates (hourly)

PLANT SECURITY

	August 01, 1999 to July 31, 2000	February 10, 2002 to July 31, 2004
Ambulance Driver	19.83	18.34
Ambulance Driver - A.M.	15.32	14.17
Nurse	23.69	21.91
Patrolman	14.68	13.58
Security Guard	19.19	17.75

SCHEDULE "C" - 7 Wage Rates (hourly)

BARN AREA SECURITY

	August 01, 1999 to July 31, 2000	February 10, 2002 to July 31, 2004
Barn Area Security	14.68	13.58

SCHEDULE "C" - 8 Wage Rates (hourly)

ADMINISTRATION

	August 01, 1999 to July 31, 2000	February 10, 2002 to July 31, 2004
Day Switchboard/Receptionist**	2,300.77	2,128.21
Night Switchboard/Receptionist	13.74	12.71
Finance Clerk I*	2,401.06	2,220.98
Finance Clerk II**	3,054.21	2,825.14
Group Sales Coordinator**	2,612.03	2,416.13
Promotions Coordinator**	2,639.00	2,441.00
Secretary*	2,612.03	2,416.13

**Monthly Salary

APPENDIX "C"

OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION LOCAL 378 MEMBERSHIP APPLICATION AND UNION DUES DEDUCTION AUTHORIZATION

NAME _____

ADDRESS _____

CITY _____ POSTAL CODE _____

HOME PHONE _____ OFFICE PHONE _____

BIRTHDATE _____ S.I.N.# _____

DATE OF HIRE _____ Month / Day / Year JOB TITLE _____

Month / Day / Year

WORK LOCATION _____ I.D. # _____

- Full Time Permanent
 Part Time Permanent
 Event Scheduled

- Full Time Temporary
 Part Time Temporary
 Casual

Salary \$ _____
(hourly/daily/bi-weekly/monthly)
Salary Group _____

- Previous OPEIU, Local 378 Member Yes No
Previous CLC/AFL-CIO Union Membership Yes No
(if yes, attach withdrawal card for initiation fee waiver)

Until this authority is revoked by me in writing, I hereby authorize **HASTINGS ENTERTAINMENT INC.** to deduct from my wages and to pay to the Office and Professional Employees' International Union, Local 378 fees and dues in the amounts following:

- (1) Initiation fees in the amount of \$25.00
- (2) Dues of 1½% of hourly or monthly wages

I further authorize **HASTINGS ENTERTAINMENT INC.** to deduct and remit to the Office and Professional Employee's International Union, Local 378 any general membership assessments or arrears as requested by the Union.

I further authorize **HASTINGS ENTERTAINMENT INC.** to release any information regarding my employment to the Office and Professional Employees' International Union, Local 378 for collective bargaining or administrative purposes in accordance with Section 33, subsection (1) of the Freedom of Information and Protection of Privacy Act.

Date: (Month/Day/Year)

Signature

**PLEASE RETURN THIS FORM TO OPEIU OFFICE
2nd Floor - 4595 Canada Way, Burnaby, B.C. V5G 4L9**

LETTER OF UNDERSTANDING #1

RE: BENEFIT PLANS

IT IS HEREBY AGREED, that the current Insurance Benefit Plans for Full-Time Permanent and Part-Time Permanent employees shall be maintained in full force and effect for such employees during the term of Agreement.

However, the above provision does not preclude the Employer from seeking comparable coverage at the best possible cost. It is understood that some minor adjustments to existing coverage may result in order to achieve this goal.

The Employer will meet with the Union ~~thirty~~ (30) days prior to any adjustments being made and will provide the Union with all the pertinent information.

The Employer will also provide the Union with a copy of all benefit coverage provided by the carrier.

Agreed this 29th day of June, 2003.


FOR THE EMPLOYER


FOR THE UNION

LETTER OF UNDERSTANDING #2

RE: JOINT COMMITTEE TO REVIEW BENEFIT PLANS

The parties hereby agree to establish a joint committee to review the benefit plans covering Union members in order to recommend cost savings or plan adjustments which could offer greater value to the members covered without any increase in costs to the Employer. It is agreed that individual benefits will not be reduced as a result of this process unless agreed by the parties, nor will the benefits of non-OPEIU affiliated employees be adversely affected.

The committee will also determine the need for group MSP coverage among employees not covered by benefit plans and if such need exists, will recommend measures to enable such employees to enroll in the Employer's **group** MSP plan at the employees' own cost. Such measures will provide for ease of administration and no financial risk to the Employer.

Each party will appoint two representatives to this committee, except that additional members may be added by agreement of the parties.

The committee will make its recommendations no later than one year from the date of ratification of the 2000 collective agreement. Should the committee be unable to reach consensus, any individual member may submit their own recommendations, and other committee members will be given **the** opportunity to comment.

The committee will also review the possibility of initiating a Pension Plan for employees within the bargaining unit to be presented to full membership for approval.

Agreed this 29th day of June, 2003.

FOR THE EMPLOYER



FOR THE UNION



LETTER OF UNDERSTANDING #3

RE: FIRST AID ATTENDANT

IT IS AGREED that the Employer will pay seventy-five percent (75%) of the renewal registration and qualification fee as shown on the official certificate issued by the Workers' Compensation Board for current Ambulance Attendants, who **have** completed probation, provided such costs are not reimbursed by any other Employer.

Agreed this 11 day of APRIL, 1995

FOR THE EMPLOYER

FOR THE UNION

SIGNATURE ON ORIGINAL

SIGNATURE ON ORIGINAL

LETTER OF UNDERSTANDING #4

RE: DRESS POLICY

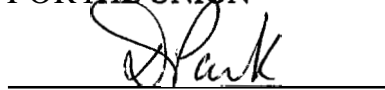
IT IS AGREED that the Employer will pay **fifty** cents (\$0.50) per race day to any Employee who is required to launder any special apparel required by the Employer. This payment to come into effect 1 August 1994, and be paid **as** a one time payment at the end of each calendar year.

Agreed this 29th day of June, 2003.

FOR THE EMPLOYER



FOR THE UNION



LETTER OF UNDERSTANDING #5

RE: PARKING

The Employer agrees to continue the practice of providing parking passes to employees at it's cost of thirty dollars (\$30.00) per book of ten (10) passes, for the remainder of the Collective Agreement commencing August 1, 1994. This practice will continue as long as the Employer is able to obtain these books of passes at the stated cost.

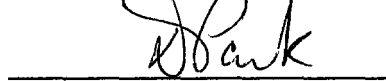
Agreed this 29th day of June, 2003.

FOR THE EMPLOYER



A handwritten signature in black ink, appearing to be "S. Smith", written over a horizontal line.

FOR THE UNION



A handwritten signature in black ink, appearing to be "D. Bank", written over a horizontal line.

LETTER OF UNDERSTANDING #6

RE: HEALTH AND SAFETY COMMITTEE

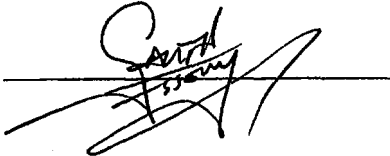
The Employer and the Union agree to maintain an Occupational Health and Safety Committee as per the Workers' Compensation Board regulations. The primary purpose of this committee is to monitor and ensure that applicable statutes and regulations pertaining to industrial health and safety are followed by the Employer as well as by employees.

The Committee shall conduct regularly scheduled meetings, the sole purpose of which is to discuss accident prevention, develop suitable corrective measures and promote compliance with statutes and regulations pertaining to occupational health and safety.

Times spent attending to health and safety issues, such as required meetings, inspections, investigations and training, shall be governed by current WCB regulations.

Agreed this 29th day of June, 2003.

FOR THE EMPLOYER



A handwritten signature in black ink, appearing to read "Scott Fanning", written over a horizontal line.

FOR THE UNION



A handwritten signature in black ink, appearing to read "Bob", written over a horizontal line.

LETTER OF UNDERSTANDING #7

RE: WORK EXPERIENCE STUDENTS

IT IS AGREED that the Employer may utilize Work Experience Students in it's operation only under the following conditions:

- (a) For the purpose of this Letter of Understanding, a Work Experience Student is one who is enrolled in a program at a recognized educational facility at all time during the period of work experience.
- (b) It is the intent of the parties that participation in this program will not adversely affect existing jobs or employees, and that any Work Experience Students will be supernumerary to the normal levels of the OPEIU affiliated workforce.
- (c) Work Experience Students will not become OPEIU members during their work experience period, and will not be entitled to apply for any OPEIU affiliated posted positions, nor to participate in any of the benefits or conditions of the Collective Agreement.
- (d) The Employer will ensure that any work experience student utilized under this Letter of Understanding will have a maximum placement period of **four (4)** weeks unless mutually agreed for longer periods.
- (e) Work Experience Students may only be utilized for one work experience period by the Employer, unless mutually agreed by the parties.
- (f) Work Experience Students will not receive any remuneration from the Employer during the work experience period.
- (g) When a work experience placement is planned, the OPEIU will be advised of the student(s) name(s), and the department(s) in which they are to be placed.

Agreed this 11 day of APRIL, 1995

FOR THE EMPLOYER

FOR THE UNION

SIGNATURE ON ORIGINAL

SIGNATURE ON ORIGINAL

LETTER OF UNDERSTANDING #8

RE: SHIFT ASSIGNMENT - PATROLMEN AND BARN AREA SECURITY

The parties hereby agree that shift schedules in Patrolmen and ~~Barn~~ Area Security shall be assigned on the basis of seniority within each classification.

- (1) The Employer will design and post the **shift** schedules, no more frequently than every six (6) weeks.
- (2) The employees will bid on their preferred shifts based on their departmental seniority within the appropriate classification.
- (3) Where two (2) or more employees have the same seniority, such ties will be broken through a random draw.
- (4) For ~~Barn Area~~ Security staff, the employees will bid only on **shift** times, not on work location. Employees will normally remain at the same work location for **the** duration of the shift assignment, unless advised otherwise at the onset of the **shift** assignment.
- (5) When one of these employees works on a graveyard shift, he/she will receive **an** additional *fifty* cents (\$0.50) per hour for each hour of the **shift**. A graveyard shift shall be defined as one in which the majority of hours occur between 12:00 midnight **and** 8:00 a.m.

The **parties** will meet to review the effectiveness of this system at the end **of** the 1994 racing season, and may agree to amend this Letter of Understanding.

Agreed this 11 day of APRIL , 1995

FOR THE EMPLOYER

FOR THE UNION

SIGNATURE ON ORIGINAL

SIGNATURE ON ORIGINAL

LETTER OF UNDERSTANDING #9

RE: LETTERS AND AGREEMENTS

The Parties agree that all Letters, Letters of Understanding and Letters of Agreement that were in effect during the previous agreement are renewed and continue in effect **as** far **as** they continue to be relevant and where they **were** not replaced by new language in this Agreement.

Agreed this 30 day of OCTOBER, 1997

FOR THE EMPLOYER

FOR THE UNION

LETTER OF AGREEMENT

RE: CREATING NEW POSITION

This will confirm that in the future, when the Employer creates a position that, in accordance with the Labour Relations Code, belongs in the bargaining unit, it will be dealt with as an OPEIU-affiliated position and treated accordingly pursuant to the terms of the Collective Agreement, subject to any agreements between the parties to exclude the position or the incumbent.

Agreed this 29th day of June, 2003.

FOR THE EMPLOYER



A handwritten signature in black ink, appearing to read "Gerald", is written over a horizontal line. The signature is stylized and includes some illegible scribbles below the main name.

FOR THE UNION



A handwritten signature in black ink, appearing to read "Dank", is written over a horizontal line. The signature is stylized and includes some illegible scribbles below the main name.

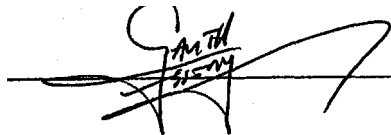
LETTER OF AGREEMENT

RE: OFF-TRACK BETTING

Further to your discussions in Collective Bargaining, this is to confirm that, as per Article 2.02 of the Collective Agreement, should the Employer take over control **of** off-track betting from Teletheatre B.C., it will employ members **of** the Union, unless it also assumes obligations to existing staff or unions in the off-track betting locations pursuant to the Labour Relations Code,

Agreed this 29th day of June, 2003.

FOR THE EMPLOYER

A handwritten signature in black ink, appearing to be "G. Smith", written over a horizontal line.

FOR THE UNION

A handwritten signature in black ink, appearing to be "Shank", written over a horizontal line.

LETTER OF AGREEMENT

RE: STANDBY EMPLOYEES

IT IS AGREED that those Event Scheduled employees who are unable to make themselves available for year-round scheduling due to the elimination of the “Live Race Days” designation will have the option of being placed on a Standby list according to their present classification and current seniority.

Those Event Scheduled employees, currently designated as working “Live Race Days”, who elect to be placed on the Standby list shall have the option to work any days for which the employer may require them. The employer will only offer this option to work when the classification seniority list on which the employee last appeared prior to going on the Standby list is exhausted. The Standby list for a classification will be exhausted before reverse seniority is applied to that classification’s other employees.

Standby employees may decline to be scheduled without penalty. They will not be subject to reverse seniority.

Standby employees will continue to accrue seniority as per Article 13.

If a Standby employee has not worked in any one-year period and has declined work during that time, they will be removed from the Standby list and terminated. The employer agrees to make available a minimum of two (2) shifts during any calendar year for all standby employees for the purpose of maintaining active skill and knowledge levels in their classification. The employer may schedule out of seniority order to accommodate this provision.

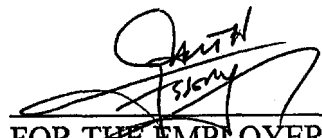
Upon ratification of the Collective Agreement, the employer will notify all “Live Race Day” employees to offer them the options of electing to go on the Standby list or the Event Scheduled list within their classification. The employees will be allowed two (2) weeks from the date of notification to select their option. Any “Live Race Day” employee who does not respond as required will be placed on the Event Scheduled employee seniority list and scheduled accordingly. An employee who elects to go on the Event Scheduled employee list will be placed on the seniority list according to his/her classification seniority.

If a Standby employee’s status changes and he/she can be available to be scheduled year round, they will notify the employer in writing, who will accommodate the move within 30 days of notification. Once an employee has transferred to the Event Scheduled Employee list he/she will

not be allowed to return to the Standby list. An employee who transfers to the Event Scheduled Employee list will be placed on the seniority list according to his/her classification seniority.

Standby employees will have access to all terms and conditions of the Collective Agreement.

Agreed this 29th day of June, 2003.



FOR THE EMPLOYER



FOR THE UNION

LETTER OF AGREEMENT


RE: JOB DESCRIPTIONS AND QUALIFICATIONS

The Employer will provide the Union within thirty (30) days of ratification of the Collective Agreement, descriptions of the duties and responsibilities of all the current classifications including the required knowledge, abilities and skills.

Agreed this 29th day of June, 2003.



FOR THE EMPLOYER



FOR THE UNION

LETTER OF AGREEMENT

RE: TRAINING PROGRAM

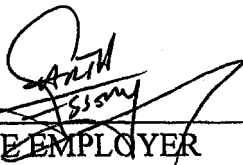
All PRA employees who are members of the OPEIU will be eligible for a \$100.00 credit, to be used by December 31, 2002, toward an educational training course of their choice. Proof of registration and payment must be provided

the Hastings Entertainment Inc. in agreement to institute a program of on-the-job training. The purpose of this program is to provide it to all employees in the job in order to inform our employees of opportunities to upgrade skills so that they may eventually meet the requirements of Hastings Entertainment Inc.'s postings for which they are not presently qualified.

The Director of Human Resources for Hastings Entertainment Inc. and the Union Representative for the OPEIU shall draft and agree to the terms and conditions of this on-the-job training program. The parties shall meet immediately upon ratification of the new collective agreement to schedule meetings at mutually convenient times for the purpose of drafting the terms of this program.

Should the parties fail to reach an agreement to the terms of this program the matter will be referred to the Mediator, Mr. Mark Atkinson, for a recommended settlement.

Agreed this 29th day of June, 2003.


FOR THE EMPLOYER


FOR THE UNION

LETTER OF AGREEMENT

All PRA employees who are members of the OPEIU will be provided with \$25.00 worth of PRA food vouchers.

Agreed this 29th day of June, 2003.



FOR THE EMPLOYER



FOR THE UNION

LETTER OF AGREEMENT

In the event that the B.C. Government eliminates certain medical coverage from MSP the Union will not expect the Employer to absorb the additional medical coverage or cost into the current insurance benefit plans, during the life of the agreement.

This letter will expire July 31, 2004.

Agreed this 29th day of June, 2003.



FOR THE EMPLOYER



FOR THE UNION

MEMORANDUM OF UNDERSTANDING

BETWEEN

PACIFIC RACING ASSOCIATION
(hereinafter referred to as "PRA")

THE OFFICE AND PROFESSIONAL EMPLOYEES UNION LOCAL 378
(hereinafter referred to as 'OPEIU Local 378')

AND

HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION LOCAL
40
(hereinafter referred to as "HR&CE&BU Local 40")

The Parties hereto have entered into this Agreement due to cessation of the work and services supplied on a contract basis by Versa Services Ltd. To PRA at Hastings Park Race Track.

The Parties recognize the long standing representation of employees in the food and beverage services at the Race Track by HR&CE&BU Local 40 and acknowledge the long standing orderly Collective Bargaining relationships that have existed. The Parties wish to acknowledge and maintain the orderly Collective Bargaining relationships at PRA.

Effective January 26th, 1998 the Parties agree to the following:

1. The PRA grants voluntarily recognition of HR&CE&BU Local 40 as Bargaining Agent for all employees presently covered by the Collective Agreement between Versa Services Ltd. and HR&CE&BU Local 40 respecting Hastings Park Race Course, The PRA will offer employment to all employees presently covered by the existing Collective Agreement and will recognize all rights and benefits under the existing Collective Agreement including seniority. The PRA and HR&CE&BU Local 40 agree to be bound by all terms and conditions of the Collective Agreement now in place between Versa Services Ltd. and HR&CE&BU Local 40 including terms for its continuation and renewal.

2. The PRA, OPEIU Local 378 and HR&CE&BU Local 40 agree that there will be two (2) bargaining units at Hastings Park, one Bargaining Unit for employees in the food and beverage services as defined by the Labour Relations Board certification issued to HR&CE&BU Local 40 respecting Versa Services Ltd., employees, at Hastings Park Race Course and some Bargaining Unit as defined by the Labour Relations Board certification issued to the OPEIU Local 378. The

Parties agree that HR&CE&BU Local 40 will continue to be the Bargaining Agent for the Food and Beverage services Bargaining Unit and OPEIU Local 378 will continue to be the Bargaining Agent for the other Bargaining Unit.

3. The Parties to each of the Collective Agreements referred to herein agree that the terms of this Memorandum shall be appended to their Collective Agreement as a letter of understanding and shall constitute part of the Collective Agreement.

4. All disputes between the parties to this Memorandum of Agreement respecting the interpretation, application, operation or alleged violation of this Memorandum of Agreement, may be submitted by any party to Arbitrator John Baigent who shall provide a final and binding resolution of the issue exercising the authority of an Arbitrator set out in the Labour Relations Code of British Columbia.

Dated this 26th day of January, 1998.