

# **COLLECTIVE AGREEMENT**

Between

**HASTINGS ENTERTAINMENT INC.**

(hereinafter referred to as the "Employer")

**PARTY OF THE FIRST PART**

And



**(Canadian Office and Professional Employees Union, Local 378)**

(hereinafter referred to as the "Union")

**January 1, 2015 to December 31, 2020**

<b>ARTICLE 1: PURPOSE</b>	<b>5</b>
<b>ARTICLE 2: PLACE OF OPERATION</b>	<b>5</b>
2.01 AGREEMENT	5
2.02 OFF TRACK BETTING	5
<b>ARTICLE 3: UNION RECOGNITION</b>	<b>6</b>
3.01 SOLE AGENT	6
3.02 EXCLUDED PERSONS WORKING	6
3.03 PROBATIONARY EMPLOYEES	6
3.04 CONTRACTING OUT	6
3.05 TEMPORARY ASSIGNMENT	6
<b>ARTICLE 4: MANAGEMENT RIGHTS</b>	<b>6</b>
4.01 UNION ACKNOWLEDGEMENT	6
4.02 REGULATORY BODIES	7
<b>ARTICLE 5: UNION MEMBERSHIP</b>	<b>7</b>
5.01 MEMBERSHIP	7
5.02 AUTHORIZATION	7
5.03 DUES DEDUCTIONS	7
5.04 REMITTANCE TO UNION	7
5.05 INCOME TAX - DUES	8
5.06 ACCEPTANCE	8
5.07 LOSS OF GOOD STANDING	8
<b>ARTICLE 6: NO STRIKES OR LOCKOUTS</b>	<b>8</b>
6.01 TERMS	8
6.02 STRIKE	8
6.03 LOCKOUT	8
6.04 PERMISSION - UNION ACTIVITIES	8
6.05 PICKET LINES	9
6.06 INTRODUCTION TO NEW MEMBERS	9
<b>ARTICLE 7: LABOUR/MANAGEMENT COMMITTEE AND JOB</b>	<b>9</b>
<b>STEWARDS</b>	<b>9</b>
7.01 AIM	9
7.02 MEETINGS	9
7.03 TERMS	9
7.04 ATTENDANCE	10
7.05 JOB STEWARDS LIST	10
7.06 JOB STEWARDS DUTIES	10
7.07	10
<b>ARTICLE 8: GRIEVANCE PROCEDURE</b>	<b>10</b>
8.01 RECOGNITION	10
8.02 PROCEDURE	11
8.03 EMPLOYEE ENTITLEMENT	11
8.04 REGULATORY BODIES - DISCHARGE	11
8.05	11
Step 1	11
Step 2	12
Step 3	12
8.06 DISMISSAL	12
8.07 TIME LIMITS	12
8.08 REFUSAL	12
8.09 RESOLUTION	12

<b>ARTICLE 9: SINGLE ARBITRATOR</b> .....	<b>12</b>
9.01 PROCEDURES.....	12
9.02 HEARING.....	13
9.03 COSTS.....	13
<b>ARTICLE 10: ALTERNATIVE DISPUTE RESOLUTION</b> .....	<b>13</b>
10.01 ARBITRATION PANEL.....	13
10.02 CAUCUS MODEL ALTERNATIVE DISPUTE RESOLUTION.....	14
<b>ARTICLE 11: DEFINITION OF EMPLOYMENT CATEGORY</b> .....	<b>14</b>
11.01 DEFINITION OF EMPLOYMENT CATEGORY.....	14
11.02 CHANGE IN DEFINITION.....	14
11.03 PART-TIME EMPLOYEE (PTE)-CALL-IN PROCEDURE.....	14
11.04 FULL TIME PERMANENT AND PART TIME PERMANENT BENEFIT QUALIFICATIONS.....	15
<b>ARTICLE 12: PROBATIONARY EMPLOYEES</b> .....	<b>15</b>
12.01 COLLECTIVE AGREEMENT.....	15
12.02 PROBATIONARY PERIOD.....	15
12.03 ASSESSMENT.....	15
12.04 PERFORMANCE AND TERMINATION.....	15
12.05 SENIORITY.....	16
12.06 EX-EMPLOYEES.....	16
12.07 TERMINAL OPERATORS.....	16
12.08 GRIEVANCE AND ARBITRATION.....	16
<b>ARTICLE 13: SENIORITY</b> .....	<b>16</b>
13.01 DEFINITION.....	16
13.02 SENIORITY CREDITS.....	16
13.03 LISTS - DATES.....	16
13.04 DEPARTMENTAL LISTS.....	16
13.05 LOSS OF SENIORITY.....	17
13.06 ABSENT WITHOUT PRIOR WRITTEN APPROVAL.....	17
<b>ARTICLE 14: LAYOFF AND RECALL</b> .....	<b>17</b>
14.01 LAYOFF.....	17
14.02 NOTICE OF LAYOFF.....	17
14.03 DISPLACEMENT PROCESS.....	18
14.04 RECALL.....	18
<b>ARTICLE 15: JOB OPPORTUNITY</b> .....	<b>18</b>
15.01 POSTINGS.....	18
15.02.....	18
(a) <i>Job Postings</i> .....	18
(b) <i>Applications For Job Posting</i> .....	18
(c) <i>Interviews For a Job Posting</i> .....	19
(d) <i>Employee on Vacation Layoff or when Job Posted</i> .....	19
15.03 TERMS.....	19
15.04.....	19
(a) <i>Transferring Within the Bargaining Unit</i> .....	19
(b) <i>Transferring Outside the Bargaining Unit</i> .....	19
15.05 SENIORITY.....	20
15.06 TEMPORARY PROMOTIONS.....	20
15.07 NEW POSITIONS.....	20
15.08 SALARY RATE.....	20
15.09 SALARY RATE - TEMPORARY.....	20
15.10 CO-OPERATION.....	21
<b>ARTICLE 16: WAGES</b> .....	<b>21</b>
16.01 CLASSIFICATIONS AND WAGE RATES.....	21

16.02	TERMS - DOWN TIME .....	21
16.03	OVERTIME .....	21
16.04	MANDATORY MEETINGS .....	21
16.05	REST PERIODS .....	21
16.06	CHANGES TO STANDARD START TIME .....	21
<b>ARTICLE 17: STATUTORY HOLIDAYS .....</b>		<b>22</b>
17.01	PAID HOLIDAYS DEFINED .....	22
17.02	OTHER GENERAL HOLIDAYS PROCLAIMED .....	22
17.03	PAY FOR STATUTORY HOLIDAY .....	22
17.04	FORMULA FOR HOLIDAY PAY .....	22
17.05	STATUTORY HOLIDAYS FALLING ON NON-WORKING DAY.....	23
<b>ARTICLE 18: LEAVE OF ABSENCE .....</b>		<b>23</b>
18.01	REQUEST FOR LEAVE OF ABSENCE.....	23
18.02	LEAVE OF ABSENCE UP TO 3 MONTHS .....	23
18.03	UNION LEAVE.....	23
18.04	MATERNITY LEAVE, PARENTAL AND ADOPTION LEAVE .....	24
18.05	OTHER LEAVES .....	25
18.06	LEAVE OF ABSENCE .....	27
18.07	EARLY RETURN .....	27
18.08	AVAILABLE FOR WORK.....	27
<b>ARTICLE 19: VACATION PAY &amp; ENTITLEMENT .....</b>		<b>27</b>
19.01	PART TIME EMPLOYEES .....	27
19.02	SENIORITY CREDITS .....	27
19.03	SCHEDULE.....	27
<b>ARTICLE 20: TECHNOLOGICAL CHANGE .....</b>		<b>29</b>
20.01	INTRODUCTION .....	29
20.02	NOTICE OF TECHNOLOGICAL CHANGE.....	29
20.03	EMPLOYEES DISPLACED .....	29
20.04	OPTIONS.....	30
<b>ARTICLE 21: MISCELLANEOUS.....</b>		<b>30</b>
21.01	CHANGE OF ADDRESS.....	30
21.02	BULLETIN BOARDS .....	30
21.03	UNION ACCESS .....	31
21.04	INTERPRETATION .....	31
21.05	PRESENT PRACTICES .....	31
21.06	REPORTING .....	31
21.07	CORRESPONDENCE.....	31
21.08	PERSONNEL FILES.....	31
21.09	UNION INSIGNIA .....	32
21.10	FRESH DRINKING WATER.....	32
21.11	EMPLOYEE INDEMNITY .....	32
21.12	PERSONAL DUTIES .....	32
21.13	WORKING CONDITIONS.....	32
<b>ARTICLE 22: SEXUAL AND PERSONAL HARASSMENT.....</b>		<b>32</b>
22.01	.....	32
(a)	<i>Prohibition Against Sexual and Personal Harassment.....</i>	32
(b)	<i>Definition of Sexual Harassment.....</i>	33
(c)	<i>Definition of Personal Harassment.....</i>	33
(d)	<i>Resolution of Complaints of Sexual or Personal Harassment .....</i>	33
<b>ARTICLE 23: APPENDICES .....</b>		<b>34</b>
23.01	.....	34
<b>ARTICLE 24: TERM OF COLLECTIVE AGREEMENT .....</b>		<b>35</b>

24.01	TERM .....	35
24.02	WRITTEN NOTICE.....	35
24.03	LABOUR RELATIONS CODE OF BC.....	35
24.04	.....	35
<b>ARTICLE 25: TRANSFER OR OTHER DISPOSAL OF OPERATIONS.....</b>		<b>35</b>
25.01	APPLICATION OF ARTICLE.....	35
25.02	SUCCESSORSHIP.....	35
25.03	RIGHT TO REFUSE TRANSFER .....	36
<b>ARTICLE 26: COMMITTEE .....</b>		<b>36</b>
26.01	.....	36
26.02	EMPLOYEE SHORTAGES.....	36
<b>LETTER OF UNDERSTANDING #1 .....</b>		<b>40</b>
RE: BENEFIT PLANS .....		40
<b>LETTER OF UNDERSTANDING #3.....</b>		<b>41</b>
RE: FIRST AID ATTENDANT.....		41
<b>LETTER OF UNDERSTANDING #4.....</b>		<b>42</b>
RE: DRESS POLICY .....		42
<b>LETTER OF UNDERSTANDING #6.....</b>		<b>43</b>
RE: HEALTH AND SAFETY COMMITTEE.....		43
<b>LETTER OF UNDERSTANDING #7.....</b>		<b>44</b>
RE: WORK EXPERIENCE STUDENTS.....		44
<b>LETTER OF UNDERSTANDING #8 .....</b>		<b>45</b>
RE: SHIFT ASSIGNMENT - BARN AREA SECURITY .....		45
<b>LETTER OF UNDERSTANDING #9.....</b>		<b>46</b>
RE: LETTERS AND AGREEMENTS.....		46
<b>LETTER OF UNDERSTANDING #10 .....</b>		<b>47</b>
RE: CREATING NEW POSITION .....		47
<b>LETTER OF UNDERSTANDING #11 .....</b>		<b>48</b>
RE: OFF-TRACK BETTING .....		48
<b>LETTER OF UNDERSTANDING #12.....</b>		<b>49</b>
RE: STANDBY EMPLOYEES .....		49
<b>LETTER OF UNDERSTANDING #15.....</b>		<b>50</b>
RE: BACKSTRETCH MAINTENANCE, TEMPORARY VACANCY.....		50
<b>SETTLEMENT AGREEMENT.....</b>		<b>51</b>
RE: AGREEMENT TO MERGE "MAINTENANCE" AND "WASTE REMOVAL/MAINTENANCE" JOBS .....		51

**This Agreement is made and entered into by and between**

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

**and**

**MOVEUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES 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**

The purpose of this Collective Agreement (or “Agreement”) is:

- a) to establish mutually satisfactory relations between the Employer and its employees;
- b) 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 MoveUP (Canadian Office and Professional Employees Union, Local 378) (hereinafter 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 it's 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, are subject to supervision from regulatory agencies including:

- British Columbia Lottery Corporation
- Gaming Policy and Enforcement Branch – Gaming
- Gaming Policy and Enforcement Branch – Racing
- The Canadian Pari-Mutuel Agency

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 with the Employer.
- (b) The Employer shall give to the Union the name, address, telephone number, email address (if provided by the employee), classification and wage rate of all newly hired employees, within two (2) weeks of the date of hiring.

### **5.02 Authorization**

The Employer agrees that each employee in the bargaining unit shall, as a condition of continued employment, execute an authorization form approved and 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 each employee's 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 it 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 COPE 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 Union representatives shall be: The designated full time Union Representative appointed by the Union President, the Executive Director (if applicable), the Executive Councillors and, if needed, Job Stewards appointed by the Union. 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 that no matter which is the subject of a grievance or arbitration shall 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 their supervisor. Such permission will not be unreasonably withheld. Time spent by Job 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 the Gaming Policy & Enforcement Branch (GPEB),

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 Union Representative and the Manager of Human Resources. The Job Steward and 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 Manager 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 1, may be referred to Step 2.

### *Step 2*

Between the Union Representative and the Director of Human Resources. The Job Steward and 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 Job Steward and 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 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.

## **8.07 Time Limits**

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

## **8.08 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.

## **8.09 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 being received pursuant to Article 9.01(a) above, the Parties shall choose one (1) of the arbitrators from the list defined in Article 9.01(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.
- (d) The agreed list of arbitrators shall be as follows:  
Judy Korbin  
Irene Holden  
Wayne Moore  
Bob Blasina  
Julie Nichols

### **9.02 Hearing**

The arbitrator shall hear the Parties and render an 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 it's own costs and expenses of the Arbitration and one-half (1/2) of the remuneration and expenses of the arbitrator.

## **ARTICLE 10: ALTERNATIVE DISPUTE RESOLUTION**

### **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 Caucus Model Alternative Dispute Resolution**

The Parties shall appoint a single arbitrator to hear any matter referred to by the Parties to resolve any dispute by mutual agreement. Should both Parties agree to utilize this process, a brief written submission including a summary of the issue, the alleged violation of the collective agreement, and the remedy sought will be forwarded to the Arbitrator at least two (2) weeks in advance. The hearing will employ the caucus model and no witnesses will be called; rather the Arbitrator will review the submissions, speak with the Parties either together or apart, interview the grievor and render his binding decision. Any such decision rendered under this clause will be of non-precedential value and cannot be relied upon by either Party in future grievances or arbitrations.

## **ARTICLE 11: DEFINITION OF EMPLOYMENT CATEGORY**

### **11.01 Definition of Employment Category**

- (a) Full-Time-Permanent Employee (FTP) - 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 (PTP) - 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) Part-Time-Employee (PTE) - shall be defined as an employee who must be available to work on each event when required, unless excused.
- (d) Casual Employee (CAS) - 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.

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

### **11.02 Change in Definition**

- (a) If a PTE 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 Part-Time Employee at the end of the calendar year.

### **11.03 Part-Time Employee (PTE)-Call-In Procedure**

When PTEs 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 PTE seniority list for each classification. The employer will start at the top of the 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 13.06 will be applied.

As soon as the Employer can confirm the dates when operational requirements increase, all PTEs 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.

#### **11.04 Full Time Permanent and Part Time Permanent Benefit Qualifications**

All Full - Time Permanent and Part - time Permanent employees who currently qualify for benefits will continue to qualify for benefits until the end of the calendar year. Employees who lose benefit coverage due to a change in employee definition shall have the right to continue benefit coverage for an additional twelve (12) month period with the full cost of coverage borne by the employee.

Part time Permanent Employees must work a minimum of one-thousand (1000) hours from November 2<sup>nd</sup> to November 1<sup>st</sup> of each year in order to qualify for benefits.

### **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-eight~~ (48) 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 Credits**

Full-Time Permanent Employees and Part-Time Permanent Employees shall receive one (1) year of seniority credit for each full year worked. Part-Time 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 up to the nearest whole hour.

### **13.03 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.

### **13.04 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 updated and posted on July 15, with a copy forwarded to the Union.

### **13.05 Loss of Seniority**

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 14.04, 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 a part-time 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.

### **13.06 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 14: LAYOFF AND RECALL**

### **14.01 Layoff**

- (a) Layoffs that occur yearly at the end of the live race season will be on the basis of the seniority list within each classification. Employees will be recalled in seniority order by classification. Employees who are temporarily laid off due to the live racing season ending will not be able to bump.
- (b) If a reduction of staff is necessary throughout the calendar year the Company shall give as much notice of layoff as possible, but not less than seven (7) days. Layoff and recall shall occur in each classification on the basis of the Seniority List.

### **14.02 Notice of Layoff**

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

### **14.03 Displacement Process**

- (a) The employee with the least amount of seniority in the classification will be the first laid off from that classification, but may displace an employee in a similar or lower classification with less seniority providing they are able to satisfactorily do the job. Employees who are displaced from their jobs as a result of such bump back procedure may themselves bump employees having less seniority, in similar or lower classifications, providing they are able to satisfactorily do the job. If the employee fails to secure a position within any other classification the employee will be placed on lay-off status.
- (b) 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.

### **14.04 Recall**

- (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 15: JOB OPPORTUNITY**

### **15.01 Postings**

When a predictable vacancy or new position is created in an 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 Layoff or when Job Posted

If an employee is on layoff or has an approved vacation request and wishes to be eligible for one specific job posting that may be posted during that layoff or vacation absence, the employee must submit a resume and cover letter to Human Resources one month prior to taking his/her vacation or commencing the layoff. The employee must also request a preliminary interview, at a mutually agreed upon time, for one specific posting. The employer 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 considered if the job is posted during the employee's layoff or 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**

(a) Transferring Within the Bargaining Unit

If an employee in one department wishes to transfer to a Part-Time Employee (PTE) in another department or if a Part-Time Employee (PTE) wishes to perform work, as a Part-Time Employee (PTE), in more than their own department, he/she may register this request, by filing an application with the Director, 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. The employer will forward to the Union a list of all 15.05 employees with the seniority list each year.

(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.

### **15.05 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. Article 14 of this collective agreement shall apply to any employee permanently laid off after they have transferred into another classification. Seniority shall only be accumulated on a classification basis.

### **15.06 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.

### **15.07 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. The Employer will provide training and assistance to the employee to meet the requirements for the new 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.

### **15.08 Salary Rate**

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

### **15.09 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.

## **15.10 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.

## **ARTICLE 16: WAGES**

### **16.01 Classifications and Wage Rates**

During the term of this Agreement, the Employer and the Union agree that the classifications and wage rates will be as set forth in Appendix "A".

### **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.

### **16.04 Mandatory Meetings**

Should the Company require the employee to attend meeting or training sessions on days when they are not scheduled to work a regular shift, it is understood that the Employer will pay him or her a minimum of two (2) hours. Employees required to attend these meetings either before or after shift shall be paid at the appropriate rate for all time in attendance at such meetings.

### **16.05 Rest Periods**

It is agreed that the current practices and procedures with respect to number and duration of rest periods as defined by current departmental practice will continue for the term of this collective agreement.

### **16.06 Changes to Standard Start Time**

- (a) The Employer agrees to provide affected employees at least twenty-four (24) hours of notice of any change in the standard start time.
- (b) It is the responsibility of every scheduled employee to check the posted work schedule for changes.

- (c) In the event that the Employer changes the next scheduled shift of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.
- (d) The Employer will make reasonable effort to ensure schedules are posted seven (7) days in advance.

**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	Family 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 (1 ½) 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 Union Leave**

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.

- (b) Employees elected or appointed to full time Union positions will be granted leave of absence without pay on request. The Employees' seniority will recommence should they return to work, at the year they commenced their leave. Employees on such leave will at their option continue to participate in all benefit and welfare plans, provided the Union reimburses the Employer on a monthly basis for the cost of such premiums.

#### **18.04 Maternity Leave, Parental and Adoption Leave**

- (a) A pregnant employee who requests leave under clause 18.04 is entitled to up to 17 consecutive weeks of unpaid leave

Beginning

- (i) no earlier than 11 weeks before the expected birth date, and
- (ii) no later than the actual birth date, and

Ending

- (i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and
- (ii) no later than 17 weeks after the actual birth date.

- (b) An Employee who requests leave under clause 18.04 after the birth of a child or termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.

- (c) An Employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under clause 18.04 a) or b).

- (d) A request for leave must:

- (i) be given in writing to the Employer

- (ii) if the request is made during the pregnancy, be given at least 4 weeks before the day the employee proposes to begin leave, and

- (iii) if required by the Employer, be accompanied by a medical practitioners certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under clause 18.04 c).

- (e) a request for a shorter leave period under clause 18.04 a) must:

- (i) be given in writing to the Employer at least one week before the date the Employee proposes to return to work, and

- (ii) if required by the Employer, be accompanied by a medical practitioners certificate stating the Employee is able to resume work.

f) Parental Leave

An Employee who requests parental leave under clause 18.04 is entitled to:

(i) for a birth mother who takes leave under clause 18.04 a) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under clause 18.04 a) unless the employer and employee agree otherwise,

(ii) for a birth mother who does not take leave under clause 18.04 a) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event.

(iii) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and

(iv) for an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.

g) Leave Extension for medical

If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under clause 18.04 f).

A request for leave must:

(i) be given in writing to the Employer,

(ii) if the request for leave is under clause 18.04 f) i), ii), or iii), be given to the employer at least 4 weeks before the employee proposes to begin leave, and

(iii) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

h) An employee's combined entitlement to leave under clause 18.04 is limited to 52 weeks plus any additional leave the employee is entitled to under clause 18.04 c) or 18.04 g).

## 18.05 Other Leaves

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

(a) 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.

(b) 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 employee's presence is urgently required and the employee could not reasonably have been expected to make alternative arrangements in advance.

(c) 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 18.05 (c), shall be granted, upon written request, time off without pay to attend the funeral. This is subject to the provisions of Article 18.01.

(d) 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.

(e) 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.

#### **18.06 Leave of Absence**

- (a) Part-Time Employees will not accumulate seniority while on leave of absence unless otherwise specified and existing credits shall be maintained. If a Part-Time 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 Part-Time Employee will accumulate seniority for the duration of this medical leave. A Part-Time Employee shall receive seniority credit while on approved bereavement leave.
- (b) Part-Time 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) Part-Time Employees shall receive, without pay, the time granted for Full-Time Permanent and Part-Time Permanent Employees for Bereavement Leave and Court Leave.

#### **18.07 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.

#### **18.08 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 to perform the work.

### **ARTICLE 19: VACATION PAY & ENTITLEMENT**

#### **19.01 Part Time 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 paycheck, in accordance with Article 19.03.

#### **19.02 Seniority Credits**

Seniority 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 31<sup>st</sup> 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:

<b>Years of Continuous Service</b>	<b>Vacation Pay Percentage and time entitlement</b>
1st Year (or Part Year)	4% (10 working days)
In 2 <sup>nd</sup> year to completion of 5 <sup>th</sup> year	6% (15 working days)
6 years to completion of 11 <sup>th</sup> year	8% (20 working days)
12 years to completion of 19 <sup>th</sup> year	10% (25 working days)
20 years to completion of 24 <sup>th</sup> year	12% (30 working days)
25 years and over	14% (35 working days)
Years of continuous service as shown on the seniority list.	

- (i) Time of Taking Vacation
  - (a) Selection of vacation periods under this Agreement shall be subject to essential operational requirements.
  - (b) Vacation period requests shall be approved on the basis of classification seniority from highest to lowest, subject to requirements of the Employer.
  - (c) Vacation request forms must be returned to the employer by January 30<sup>th</sup> of each calendar year and the Employer will respond to these request forms no later than February 28<sup>th</sup> of each calendar year.
  - (d) Applications filed after January 30<sup>th</sup> must be answered in writing within three (3) weeks from receipt of application, with vacations being granted on a first come first serve basis, subject to operational requirements. Applications for vacation time are to be in writing on the correct Vacation Request Form.

- (e) Vacation leave takes precedence over general leaves. General leave means any leave request other than those specified under Article 18.05.

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 Part Time 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 Part Time 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 Part Time 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 Part Time 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, telephone number and email address, if applicable.

### **21.02 Bulletin Boards**

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

- (1) Mutuel Office
- (2) Designated Lunch Rooms (2)
- (3) Racing Office

- (4) Backstretch Maintenance Office
- (5) Corridor beside the Security Office
- (6) Security Guard Buildings
- (7) Marketing Office

### **21.03 Union Access**

At the commencement of each racing season, the Employer shall provide the Union with two (2) Club House Gate Passes and two (2) parking passes for the use of Union. Union representatives shall, upon providing reasonable advance notice to the Employer, have access to the Employer's premises during normal working hours with the exception of the Money Room.

### **21.04 Interpretation**

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

### **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 Manager 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 their personnel file. After reviewing their personnel file, an employee may request in writing and the Employer shall provide 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 an employee's personnel file. On request, from the Union, the Employer shall provide 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 Union Insignia**

The Employer will allow the Union insignia in a format no larger than 12" x 6", to be displayed on all designated bulletin boards.

**21.10 Fresh Drinking Water**

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

**21.11 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.

**21.12 Personal Duties**

Employees shall not be required to perform, nor shall they perform personal duties which are not related to the Employer's business.

**21.13 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: TERM OF COLLECTIVE AGREEMENT**

### **24.01 Term**

This Agreement shall be for the period from and including August 1, 2012 to and including December 31, 2014, 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.

### **24.02 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.

### **24.03 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.

### **24.04**

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 the parties and ratified by the employer as well as by the employees within the classification(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.

## **ARTICLE 25: TRANSFER OR OTHER DISPOSAL OF OPERATIONS**

### **25.01 Application of Article**

The provisions of this Article shall apply equally to all Full-Time Permanent Employees, Part-Time Permanent Employees and Part-Time Employees but shall not apply to Casual Employees.

### **25.02 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.

**25.03 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 14 (Layoff and Recall).

**ARTICLE 26: Committee**

**26.01**

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.

**26.02 Employee Shortages**

Shortages arising from extraordinary circumstances that are determined by the Employer to be completely beyond an employee's control shall not result in disciplinary action against that employee nor deduction from pay.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement at VANCOUVER, B.C., this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**ORIGINAL SIGNED**

\_\_\_\_\_

**SIGNED ON BEHALF OF  
THE UNION**

**ORIGINAL SIGNED**

\_\_\_\_\_

**SIGNED ON BEHALF OF  
THE EMPLOYER**

**Appendix "A" - 1 Wages Rates (hourly)**

**Racing Office**

		1/1/18 % increase	1/1/18 Rate of pay	1/1/19 % increase	1/1/19 Rate of pay	1/1/20 % increase	1/1/20 Rate of pay
Assistant Starter	\$40.34	1.00%	\$40.74	1.00%	\$41.15	1.50%	\$41.77
Clerk of the Scales/Senior Race Office Clerk	\$24.07	1.00%	\$24.31	1.00%	\$24.55	1.50%	\$24.92
Clocker	\$17.29	1.00%	\$17.46	1.00%	\$17.63	1.50%	\$17.89
Senior Data Entry Clerk	\$15.30	2.00%	\$15.61	2.00%	\$15.92	2.00%	\$16.24
Data Entry Clerk**	\$12.93	2.00%	\$13.19	2.00%	\$13.45	2.00%	\$13.72
Farrier	\$16.03	1.00%	\$16.19	1.00%	\$16.35	1.50%	\$16.60
Groundsman	\$34.69	1.00%	\$35.04	1.00%	\$35.39	1.50%	\$35.92
Groundsman - Gate Driver	\$38.55	1.00%	\$38.94	1.00%	\$39.33	1.50%	\$39.92
Jockey Room Runner	\$15.07	2.00%	\$15.37	2.00%	\$15.68	2.00%	\$15.99
Outrider	\$28.18	1.00%	\$28.46	1.00%	\$28.74	1.50%	\$29.17
Outrider - A.M.	\$20.54	1.00%	\$20.75	1.00%	\$20.96	1.50%	\$21.27
Paddock Attendant	\$15.07	2.00%	\$15.37	2.00%	\$15.68	2.00%	\$15.99
Patrol Leader	\$34.97	1.00%	\$35.32	1.00%	\$35.67	1.50%	\$36.21
Test Barn Runner	\$15.07	2.00%	\$15.37	2.00%	\$15.68	2.00%	\$15.99
*Valet	\$15.14	2.00%	\$15.44	2.00%	\$15.75	2.00%	\$16.07
*Valet #1	\$15.29	2.00%	\$15.60	2.00%	\$15.91	2.00%	\$16.23

\* This portion of salary the responsibility of the Employer

**Appendix "A" - 2 Wage Rates (hourly)**

**Mutuel Department**

		1/1/18 % increase	1/1/18 Rate of pay	1/1/19 % increase	1/1/19 Rate of pay	1/1/20 % increase	1/1/20 Rate of pay
Money Room Clerk	\$20.79	1.00%	\$21.00	1.00%	\$21.21	1.50%	\$21.53
Supervisor	\$23.17	1.00%	\$23.40	1.00%	\$23.63	1.50%	\$23.98
Terminal Operator	\$20.79	1.00%	\$21.00	1.00%	\$21.21	1.50%	\$21.53

**Appendix "A" - 3 Wage Rates (hourly)**

**Customer Service**

		1/1/18 % increase	1/1/18 Rate of pay	1/1/19 % increase	1/1/19 Rate of pay	1/1/20 % increase	1/1/20 Rate of pay	Min Wage 6/01/2020
Customer Service Representative	\$18.03	1.00%	\$18.21	1.00%	\$18.39	1.50%	\$18.67	
Customer Service Supervisor	\$23.19	1.00%	\$23.42	1.00%	\$23.65	1.50%	\$24.00	
Reservationist	\$13.51	2.00%	\$13.78	2.00%	\$14.06	2.00%	\$14.34	\$14.60
Senior Parking Attendant	\$17.25	1.00%	\$17.42	1.00%	\$17.59	1.50%	\$17.85	
Parking Attendant	\$14.45	2.00%	\$14.74	2.00%	\$15.03	2.00%	\$15.33	
Group Service Representative	\$18.03	1.00%	\$18.21	1.00%	\$18.39	1.50%	\$18.67	

**Appendix "A" - 4 Wage Rates (hourly)****Plant Maintenance**

		1/1/18 % increase	1/1/18 Rate of pay	1/1/19 % increase	1/1/19 Rate of pay	1/1/20 % increase	1/1/20 Rate of pay
Building Maintenance Permanent	\$15.36	2.00%	\$15.67	2.00%	\$15.98	2.00%	\$16.30
Building Maintenance Seasonal	\$14.71	2.00%	\$15.00	2.00%	\$15.30	2.00%	\$15.61
Building Maintenance Foreman	\$18.39	1.00%	\$18.57	1.00%	\$18.76	1.50%	\$19.04
Night Cleaning	\$13.95	2.00%	\$14.23	2.00%	\$14.51	2.00%	\$14.80
Night Cleaning/Chargehand	\$14.71	2.00%	\$15.00	2.00%	\$15.30	1.50%	\$15.53
Facility Attendants	\$13.58	2.00%	\$13.85	2.00%	\$14.13	2.00%	\$14.41

**Appendix "A" - 5 Wage Rates (hourly)****Track Maintenance**

		1/1/18 % increase	1/1/18 Rate of pay	1/1/19 % increase	1/1/19 Rate of pay	1/1/20 % increase	1/1/20 Rate of pay
Backstretch Janitor	\$13.95	2.00%	\$14.23	2.00%	\$14.51	2.00%	\$14.80
Electrician/General Maintenance	\$24.15	1.00%	\$24.39	1.00%	\$24.63	1.50%	\$25.00
Gardener/General Maintenance	\$17.02	1.00%	\$17.19	1.00%	\$17.36	1.50%	\$17.62
Maintenance	\$18.67	1.00%	\$18.86	1.00%	\$19.05	1.50%	\$19.34
Waste Removal/Maintenance	\$18.67	1.00%	\$18.86	1.00%	\$19.05	1.50%	\$19.34
Mechanic	\$24.15	1.00%	\$24.39	1.00%	\$24.63	1.50%	\$25.00
Carpenter General Maintenance	\$24.15	1.00%	\$24.39	1.00%	\$24.63	1.50%	\$25.00
Backstretch Supervisor	\$23.17	1.00%	\$23.40	1.00%	\$23.63	1.50%	\$23.98

**Appendix "A" - 6 Wage Rates (hourly)****Plant Security**

		1/1/18 % increase	1/1/18 Rate of pay	1/1/19 % increase	1/1/19 Rate of pay	1/1/20 % increase	1/1/20 Rate of pay
First Aid Attendant	\$20.13	1.00%	\$20.33	1.00%	\$20.53	1.50%	\$20.84
Ambulance Driver - A.M.	\$15.57	2.00%	\$15.88	2.00%	\$16.20	2.00%	\$16.52
Patrolman	\$15.06	2.00%	\$15.36	2.00%	\$15.67	2.00%	\$15.98
Security Guard	\$19.48	1.00%	\$19.67	1.00%	\$19.87	1.50%	\$20.17
Senior Patrolman	\$17.27	1.00%	\$17.44	1.00%	\$17.61	1.50%	\$17.87
Barn Area Security	\$15.06	2.00%	\$15.36	2.00%	\$15.67	2.00%	\$15.98
Casino Security	\$15.15	2.00%	\$15.45	2.00%	\$15.76	2.00%	\$16.08

**Appendix "A" - 8 Wage Rates (hourly)**

**Administration**

		1/1/18 % increase	1/1/18 Rate of pay	1/1/19 % increase	1/1/19 Rate of pay	1/1/20 % increase	1/1/20 Rate of pay
Day Switchboard/Receptionist** Monthly Salary	\$2,336.51	2.00%	\$2,383.24	1.00%	\$2,407.07	1.50%	\$2,443.18
Night Switchboard/Receptionist	\$14.09	2.00%	\$14.37	2.00%	\$14.66	2.00%	\$14.95
Group Sales Coordinator	\$15.31	2.00%	\$15.62	2.00%	\$15.93	2.00%	\$16.25
Promotions Coordinator	\$15.46	2.00%	\$15.77	2.00%	\$16.09	2.00%	\$16.41
Account Wagering Representative	\$20.87	1.00%	\$21.08	1.00%	\$21.29	1.50%	\$21.61
Desk Top Publishing Coordinator*** Moved from Race Office	\$18.26	1.00%	\$18.44	1.00%	\$18.62	1.50%	\$18.90

**Appendix "A" - 9 Wage Rates (hourly)**

**Casino Operations**

		1/1/18 % increase	1/1/18 Rate of pay	Min Wage 6/01/2018	1/1/19 % increase	1/1/19 Rate of pay	Min Wage 6/01/2019	1/1/20 % increase	1/1/20 Rate of pay	Min Wage 6/01/2020
Slot Attendant	\$11.87	2.00%	\$12.11	\$12.65	2.00%	\$12.90	\$13.85	2.00%	\$14.13	\$14.60
Slot Supervisor	\$13.64	2.00%	\$13.91		2.00%	\$14.19		2.00%	\$14.47	\$14.60
Casino Guest Services	\$13.13	2.00%	\$13.39		2.00%	\$13.66	\$13.85	2.00%	\$14.13	\$14.60
Cage Cashier	\$14.14	2.00%	\$14.42		2.00%	\$14.71		2.00%	\$15.00	
Count Team Member	\$12.12	2.00%	\$12.36	\$12.65	2.00%	\$12.90	\$13.85	2.00%	\$14.13	\$14.60



**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.

“Original Signed”  
FOR THE EMPLOYER

“Original Signed”  
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

“Original Signed”

“Original Signed”

**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

“Original Signed”

“Original Signed”

**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

“Original Signed”

FOR THE UNION

“Original Signed”

**LETTER OF UNDERSTANDING #7**

**RE: WORK EXPERIENCE STUDENTS**

**IT IS AGREED** that the Employer may utilize Work Experience Students in its 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 COPE affiliated workforce.
- (c) Work Experience Students will not become COPE members during their work experience period, and will not be entitled to apply for any COPE 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 COPE 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

“Original Signed”

“Original Signed”

**LETTER OF UNDERSTANDING #8**

**RE: SHIFT ASSIGNMENT - BARN AREA SECURITY**

The parties hereby agree that shift schedules in 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.

Agreed this 11 day of APRIL, 1995

FOR THE EMPLOYER

FOR THE UNION

“Original Signed”

“Original Signed”

**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

“Original Signed”

FOR THE UNION

“Original Signed”

**LETTER OF UNDERSTANDING #10**

**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 a COPE-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 17<sup>th</sup> day of December, 2008.

FOR THE EMPLOYER

FOR THE UNION

“Original Signed”

“Original Signed”



**LETTER OF UNDERSTANDING #11**

**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

FOR THE UNION

“Original Signed”

“Original Signed”

**LETTER OF UNDERSTANDING #12**

**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

"Original Signed"

"Original Signed"

**LETTER OF UNDERSTANDING #15**

**RE: BACKSTRETCH MAINTENANCE, TEMPORARY VACANCY**

The parties agree that as per article 18.02, Leave of Absence up to 3 Months, that when an employee qualifies for and takes this leave of absence and the Company needs to cover the vacancy on a temporary basis, the following shall apply:

The Company will offer internal employees within the department an opportunity to temporarily fill the position provided that they qualify as per article 15 of the collective agreement.

The Company will then fill the subsequent vacancies first internally and as per article 15 of the collective agreement.

The Company will notify the Union as soon as is possible with respect to the leave and Company's need to backfill the vacancy.

The Company will notify the Union when they are unable to fill the vacancy internally and request approval for a temporary posting externally, the request will not be unreasonably denied by the Union.

As the Collective Agreement does not provide for temporary postings, the parties will meet to discuss and confirm the posting.

The temporary position will be governed by the collective agreement.

The settlement will be without prejudice to any position the Company or the Union may take in the future with respect to three month leaves, backfilling the position and external posting of temporary positions as per article 18 and 15 of the Collective Agreement.

Agreed to in Vancouver, BC on this 25<sup>th</sup> day of May, 2012.

FOR THE EMPLOYER

“Original Signed”

FOR THE UNION

“Original Signed”

**SETTLEMENT AGREEMENT**

**Between:**

**HASTINGS ENTERTAINMENT INC. (“The Company”)**

**And:**

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION LOCAL 378 (“The Union”)**

**RE: Agreement to Merge “Maintenance” and “Waste Removal/Maintenance” Jobs**

---

The Union and the Employer (hereinafter referred to as “The Parties”) hereby agree that the two positions named “Maintenance” and “Waste Removal/Maintenance” for all practical purposes carry the same expectations and have the same duties and are paid the same rate for the job as per Schedule “C” – 5 Wage Rates.

On the basis of the preceding paragraph in this settlement agreement, the Parties agree to merge the two classifications of “Maintenance” and “Waste Removal/Maintenance” (hereinafter called the “Maintenance” position) and to create one seniority list from which the incumbents shall be laid off in order of seniority (most) junior employee first and so on up to the most senior employee) as per Article 14 of the Collective Agreement.

The Parties further agree to incorporate this settlement agreement into the main body of the Collective Agreement during the next round of collective bargaining as a housekeeping item.

In Witness whereof, the Parties have executed this Settlement Agreement this 8<sup>th</sup> day of August, 2012, in Vancouver, BC

FOR THE EMPLOYER

FOR THE UNION

“Original Signed”

“Original Signed”

**SENIORITY START 2012  
Maintenance**

As of August 8, 2012

<b>Emp #</b>	<b>Name</b>	<b>Category</b>	<b>Seniority Years</b>	<b>Date of Hire</b>	<b>Tie Breaker</b>	<b>Retained Service Credit</b>	<b>Retained Classification</b>
52	DIMOND, BRADLEY L.	PTE	34.00	Mar 01, 1978			
53	HAMADA, DONALD K	PTE	27.67	Feb 05, 1984			
68	LITTKEMAN N, DIRK	PTE	25.00	Dec22, 1986			
225	SEHAGIC, JASMIN	PTE	12.00	Jan 31, 2000			
754	PRESTON, WAYNE	PTE	8.67	Sep 10, 2002			
928	KHAYOU, JOHN	OP		Mar 15, 2012			