

# **MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**HASTINGS ENTERTAINMENT INC.**

**(hereinafter referred to as the "Employer")**

**PARTY OF THE FIRST PART**

**AND:**

**MoveUP, Local 378 of the Canadian Office and Professional Employees Union**

**(hereinafter referred to as the "Union")**

**PARTY OF THE SECOND PART**

**WHEREAS:**

- A. The Parties are bound to a Collective Agreement effective from January 1, 2015 through December 31, 2020 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

**THEREFORE:**

- 1. The Parties agree that the Collective Agreement is renewed for a term of three (3) years from January 1, 2022 to December 31, 2024 with the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
- 3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
- 4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from January 1, 2022 unless specifically stated otherwise.

5. All items not addressed herein will be considered withdrawn on a without prejudice basis.
6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
8. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Signed at Vancouver, B.C. this 10 day of April 2023



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**Shawn Duncan**  
**FOR THE EMPLOYER**



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**Phillip Barga**  
**FOR THE UNION**

## **APPENDIX "A"**

**Attach all sign off as Appendix A**



(Canadian Office and Professional Employees Union, Local 378)

**[Hastings Entertainment Inc.]**  
**PROPOSALS [2021]**  
**Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP1	Various	<i>Housekeeping</i>	

1. Amend Cover page with New dates
2. Amend all gender pronouns to gender neutral pronouns.

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E&OE

Signed off this 3 day of April 2023

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**[Hastings Entertainment Inc.]**  
**PROPOSALS [2021]**  
**Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP2	Appendix "A"	<i>Amend</i>	

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

MoveUP is proposing that all classifications below \$15.65 be increased upon ratification to \$15.65 per hour plus the wage increases below.

We propose a wage increase to be negotiated in each year of the agreed renewal collective agreement.

January 1, 2022 – 2.0% - Retroactive to January 1, 2022 - One-time signing bonus of two hundred and fifty dollars (\$250.00) will be provided two weeks after ratification for all bargaining unit employees.

January 1, 2023 – 4.0% - Retroactive to January 1, 2023

January 1, 2024 – 4.0%

\* Additionally, the temporary increase of two dollars and fifty cents (\$2.50)/hour given to the Casino Security Position based on the Letter of Understanding signed on August 13, 2021, will make up part of the new security wage rate. All percentage increases listed above for Casino Security will be calculated based on the new security wage rate which includes the two dollars and fifty cents (\$2.50) increase.

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E&OE

Signed off this 3 day of April 2023

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**[Hastings Entertainment Inc.]**  
**PROPOSALS [2021]**  
**Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 03	5.04(a)	New	

**5.04 Remittance to Union Dues/Membership Information**

- (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.

In addition to the above the Employer will provide the Union quarterly with a complete listing of all the following for the period of time being reported:

- (i) New hires
- (ii) Terminations
- (iii) Promotions
- (iv) Demotions
- (v) Lateral transfers
- (vi) Salary revisions
- (vii) Employees on extended leave of absence

Such information shall be supplied by the employer and in a form acceptable to the parties

- (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.

E&OE

Signed off this 31st day of January 2023

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**[Hastings Entertainment Inc.]**  
**PROPOSALS [2021]**  
**Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP13	16.09	New	

**ARTICLE 16.09 - Tip Sharing**

"The parties will meet within thirty (30) days upon ratification to discuss the issue of the tip share."

E&OE  
Signed off this 0th day of May 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**[Hastings Entertainment Inc.]**  
**PROPOSALS [2021]**  
**Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 16	18.03(c)	New	

**18.03 Union Leave**

(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.

(c) Trainee Union Representative

The Employer will grant unpaid leave of absence to an employee requested by the Union to serve as a Trainee Union Representative, in accordance with the foregoing paragraph, subject to the following condition:

- (i) the time of the leave will be subject to departmental operating considerations;
- (ii) the period of absence will not exceed four (4) continuous months, unless otherwise agreed by the Employer.

E&OE

Signed off this January 31<sup>st</sup> day of January 2023

For the Union

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**[Hastings Entertainment Inc.]**  
**PROPOSALS [2021]**  
**Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP # 11	18.04	Amend	

**ARTICLE 18.04 - ~~Maternity~~ Pregnancy Leave, Parental and Adoption Leave**

**18.04**

- (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~~ 13 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~~ leave begins.
- (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

E&OE

Signed off this 12th day of October 2022

For the Union

For the Employer

Matthew M. Bay Ch. [Signature]

- (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 practitioner's 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~~ 61 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~~ parent 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~~ 62 consecutive weeks of unpaid leave beginning after the child's birth and within ~~52~~ 78 weeks after that event.
- (iii) for a ~~birth father~~ parent, up to ~~37~~ 62 consecutive weeks of unpaid leave beginning after the child's birth and within ~~52~~ 78 weeks after that event, and
- (iv) for an adopting parent, up to ~~37~~ 62 consecutive weeks of unpaid leave beginning within ~~52~~ 78 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

E&OE

Signed off this

12th

day of

October

2022

For the Union



For the Employer



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 78 weeks plus any additional leave the employee is entitled to under clause 18.04 c) or 18.04 g).

E&OE

Signed off this

12th

day of

October

2022

For the Union

Philip M. Bass

For the Employer

Cham



(Canadian Office and Professional Employees Union, Local 378)

**[Hastings Entertainment Inc.]**  
**PROPOSALS [2021]**  
**Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP18	18.05(b)	Amend	

**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 Responsibility Leave**

All employees shall be entitled to up to ~~three (3)~~ five (5) unpaid 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.

E&OE

Signed off this 15<sup>th</sup> day of February 2023

For the Union



For the Employer



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.

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**[Hastings Entertainment Inc.]**  
**PROPOSALS [2021]**  
**Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP19	18.05(d)	Amend	

**18.05 - Other Leave**

(d) Medical /Sick Leave

Employees shall be entitled to up to five (5) days paid leave per year for any personal illness or injury. Additionally, employees may also access up to three (3) days of unpaid sick leave per year. In order to be eligible for these sick days, employees must have completed ninety (90) consecutive days of employment with the employer.

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&OE

Signed off this 1st day of February 2023

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**[Hastings Entertainment Inc.]**  
**PROPOSALS [2021]**  
**Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 20	18.05(f)	<i>Amend</i>	

**18.05 Other Leaves**

(f) Compassionate Care Leave

Compassionate Care Leave shall be granted in accordance with the provisions of the B.C. Employment Standards Act.

E&OE  
Signed off this 31st day of January 2023

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**[Hastings Entertainment Inc.]**  
**PROPOSALS [2021]**  
**Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP23	18.05(i)	New	

**18.05(i) Gender Transition Leave**

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either an unpaid leave of absence or Article 18.05 – Medical/Sick Leave depending on the employee's request.

The Union, the Employer and the employee will work together to tailor the transition plan to the employee's particular needs.

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E&OE

Signed off this 3 day of April 2023

For the Union



For the Employer







(Canadian Office and Professional Employees Union, Local 378)

**[Hastings Entertainment Inc.]**  
**PROPOSALS [2021]**  
**Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP27	24.0	<i>Amend</i>	

Amend Article 24

**ARTICLE 24: TERM OF COLLECTIVE AGREEMENT**

**24.01 Term**

This Agreement shall be for the period from and including January 1, ~~2012~~ 2022 to and including December 31, ~~2014~~ 2024, 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.

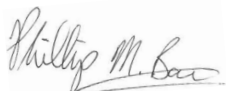
*\* Note from previous rounds of bargaining. Upon completion of the collective agreement negotiated by the parties for the period of January 1, 2015 to December 31, 2020, the dates under Article 24.01 "Term" were not updated from August 1, 2012 to and including December 31, 2014. Additionally, on November 19, 2020, a 1 year roll-over was agreed to by the parties which extended the collective agreement until December 31, 2021."*

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union



For the Employer





**HASTINGS**  
BRED FOR EXCITEMENT

### EMPLOYER PROPOSAL TO UNION

Proposal No.	Article	Employer Proposal
EP# UP#21	18.05(g)	<p>Employer Counter Proposal</p> <p><b><u>Domestic and Sexual Violence Leave</u></b></p> <p>The Employer will grant a leave of absence to eligible employees who experience domestic and sexual violence. The terms and eligibility of the leave shall be those set out in the BC Employment Standards Act.</p>

Agreed to on this 3 day on April 2023

For the Employer

*Austin Duncan*

For the Union

*Phillip M. Lee*



# HASTINGS

BRED FOR EXCITEMENT

## EMPLOYER PROPOSAL TO UNION

Proposal No.	Article	Employer Proposal
EP#01	4.03	<p><b>Force Majeure</b></p> <p>Force Majeure: In circumstances of force majeure, limited to the discontinuance of the operations which could not have been avoided by due consideration of the employer caused by government declarations of emergency, public health emergencies, excessive snow, fire, flood, earthquakes, explosions and/or collapse of equipment and/or buildings, the parties agree to come together and negotiate a resolution on any identified provisions of the Collective Agreement that penalize the Employer.</p>

Agreed to on this 3 day on April 2023

For the Employer

For the Union



**HASTINGS**  
BRED FOR EXCITEMENT

### EMPLOYER PROPOSAL TO UNION

Proposal No.	Article	Employer Proposal
EP#02	7.02	<p><b>Meetings</b></p> <p>The Labour Management Committee shall meet <u>once every three (3) months, or at the request of either party at a time and place to be mutually agreed.</u> 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.</p>

Agreed to on this 3 day on April 2023

For the Employer

*Aaron Duncan*

For the Union

*Phillip M. Bae*



(Canadian Office and Professional Employees Union, Local 378)

**[Hastings Entertainment Inc.]**  
**PROPOSALS [2021]**  
**Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP27	24.0	<i>Amend</i>	

Amend Article 24

**ARTICLE 24: TERM OF COLLECTIVE AGREEMENT**

**24.01 Term**

This Agreement shall be for the period from and including January 1, ~~2012~~ 2022 to and including December 31, ~~2014~~ 2024, 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.

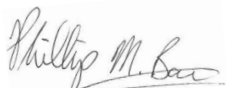
*\* Note from previous rounds of bargaining. Upon completion of the collective agreement negotiated by the parties for the period of January 1, 2015 to December 31, 2020, the dates under Article 24.01 "Term" were not updated from August 1, 2012 to and including December 31, 2014. Additionally, on November 19, 2020, a 1 year roll-over was agreed to by the parties which extended the collective agreement until December 31, 2021."*

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E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union



For the Employer





**HASTINGS**  
BRED FOR EXCITEMENT

## EMPLOYER PROPOSAL TO UNION

Proposal No.	Article	Employer Proposal
EP#03	8.02	<p><b>Procedure</b></p> <p>The procedure for resolving a grievance shall be as follows:</p> <p>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 <del>twenty-eight (28)</del> <u>fourteen (14)</u> 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.</p>

Agreed to on this 3 day on April 2023

For the Employer



For the Union





# HASTINGS

BRED FOR EXCITEMENT

## EMPLOYER PROPOSAL TO UNION

Proposal No.	Article	Employer Proposal
EP#04	8.08	<b>Refusal</b>  Any grievance must be submitted to the other party, in writing, within <del>twenty-eight (28)</del> <u>fourteen (14)</u> calendar days of the events which gave rise to the grievance as per Article 8.02. Any grievance submitted after <del>twenty-eight (28)</del> <u>fourteen (14)</u> calendar days from the date which gave rise to the grievance may not be given consideration by either party.

Agreed to on this 3 day on April 2023

For the Employer

For the Union



## EMPLOYER PROPOSAL TO UNION

Proposal No.	Article	Employer Proposal
E#05	9.01(c)	<p><b>Procedure</b></p> <p>(c) The parties shall agree on a list of <del>six (6)</del> <u>five (5)</u> 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 <u>arbitrators</u> becomes unavailable or upon the expiry of the collective agreement, or, by mutual agreement at any time.</p>

Agreed to on this 3 day on April 2023

For the Employer

*Austin Duncan*

For the Union

*Phillip M. Bae*





# HASTINGS

BRED FOR EXCITEMENT

## EMPLOYER PROPOSAL TO UNION

Proposal No.	Article	Employer Proposal
E#06	9.01(d)	<p><b>Procedure</b></p> <p>(d) The agreed list of arbitrators shall be as follows:</p> <p><u>Judy Korbin</u> <u>Irene Holden</u> <u>Wayne Moore</u> <u>Bob Blasina</u> <u>Julie Nichols</u></p> <p><u>Jessica Gregory</u> <u>Gabe Somjen</u> <u>Ken Saunders</u> <u>Corinn Bell</u> <u>James Dorsey</u></p>

Agreed to on this 3 day on April 2023

For the Employer

*Austin Duncan*

For the Union

*Phillip M. Bae*



## EMPLOYER PROPOSAL TO UNION

Proposal No.	Article	Employer Proposal
EP#13	14.04(b)	<p><b>Recall</b></p> <p>(b) Notice of recall to an Employee who has been laid off shall be made by <del>regular</del> <u>registered</u> 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.</p>

Agreed to on this 3 day on April 2023

For the Employer



For the Union





## EMPLOYER PROPOSAL TO UNION

Proposal No.	Article	Employer Proposal
EP#14	15.03	<p><b>Terms</b></p> <p>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 <del>serve a thirty (30)-working day work thirty (30) shifts in their new job as a</del> 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.</p>

Agreed to on this 3 day on April 2023

For the Employer



For the Union





## EMPLOYER PROPOSAL TO UNION

Proposal No.	Article	Employer Proposal
EP#	11.01(f)	<p><b>Definition of Employment Category</b></p> <p><u>(f) Full Time Permanent Employee Seasonal (FTPS) - Shall be defined as an employee who does not work all year round but is required to work eight (8) hours per day and forty (40) hours per week while they are actively working. Full-Time-Permanent-Seasonal Employees must be available to work on each event when required, unless excused.</u></p>

Agreed to on this 3 day on April 2023

For the Employer



For the Union





## EMPLOYER PROPOSAL TO UNION

Proposal No.	Article	Employer Proposal
EP#	11.01(g)	<b>Definition of Employment Category</b>  (g) <u>Part-Time-Permanent-Seasonal Employee (PTPS)-shall be defined as an employee who does not work all year round and works less than forty (40) hours per week when they are actively working. Part-Time-Permanent-Seasonal Employees must be available to work on each event when required, unless excused.</u>

Agreed to on this 3 day on April 2023

For the Employer

For the Union

Austin Deacon

Phillip M. Bae



## EMPLOYER PROPOSAL TO UNION

Proposal No.	Article	Employer Proposal
EP#17	17.05	<p><b>Statutory Holidays Falling on Non-Working Day</b></p> <p><del>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.</del></p> <p><u>they will be paid for the Statutory Holiday as outlined in this Article. Should the Statutory Holiday fall on a non-working day, during their annual vacation or should the employee have worked on the Statutory Holiday, they will be entitled to an additional day off with out pay to be taken within thirty (30) days of the Statutory Holiday. The day off shall be subject to operational requirements but the employer will be reasonable in terms of granting time off.</u></p>

Agreed to on this 3 day on April 2023

For the Employer

For the Union







## EMPLOYER PROPOSAL TO UNION

Proposal No.	Article	Employer Proposal
EP#25	21.13	<p><b>Working Conditions</b></p> <p>Work Week: The normal work week for full-time permanent employees shall be eight (8) hours per day and forty (40) hours per week.</p> <p><del>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.</del></p> <p><del>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.</del></p>

Agreed to on this 3 day on April 2023

For the Employer

For the Union



