

In the matter of negotiations for a renewal Collective Agreement:

BETWEEN:

HASTINGS RACECOURSE & CASINO

(the “Employer”)

– and –

MOVEUP

(Canadian Office and Professional Employees Union, Local 378)

(the “Union”)

MEMORANDUM OF AGREEMENT

1. The Employer and the Union agree to the terms of this Memorandum and each of the fully agreed articles signed by the parties to the date of this Memorandum (the “Fully Agreed Articles”) constitute a full and final settlement of all issues in dispute between the parties with respect to the renewal Collective Agreement between the parties at Hastings Racecourse & Casino (the “Site”).
2. The Employer and the Union agree to withdrawal any outstanding proposals.
3. The undersigned and all members of the Employer’s and the Union’s respective negotiating committees will recommend complete and full acceptance of all of the terms of this Memorandum and each of the Fully Agreed Articles to their respective principals, and in the case of the Union, to all bargaining unit members, and will speak publicly in support of ratification of the terms of this Memorandum and each of the Fully Agreed Articles.
4. The Union will seek ratification of the terms of this Memorandum and the Fully Agreed Articles and advise the Employer of the results of the ratification vote by no later than 5:00pm on Monday, April 14th, 2025 by email or telephone.
5. The Union will prepare a Collective Agreement incorporating each of the Fully Agreed Articles within a reasonable period of time. Each party will have a reasonable opportunity to review the Collective Agreement and to advise the other party of any errors or omissions which require correction. Subject to any changes required to correct such errors or omissions, the parties will meet to sign the new Collective Agreement within a reasonable period of time.
6. The duration of this Collective Agreement shall be January 1, 2025 to December 31, 2027.
7. The effective date of all terms of this Memorandum and the Fully Agreed Articles will be the date of ratification unless otherwise stated in this Memorandum or in the Fully Agreed Articles. The Union understands that it may take up to 60 days for the Employer to fully reflect the changes in the Fully Agreed Articles.

8. General Wage increases are as follows, subject to Appendix A attached:

January 1st, 2025 – 3.00%

January 1st, 2026 – 3.00%

January 1st, 2027 – 3.00%

9. The Union and the Employer each acknowledge and agree that there are no unfair labour practice complaints outstanding or pending in relation to the negotiations between the parties and/or their respective representatives or agents, and no unfair labour practice complaints will be filed by or on behalf of either party against the other party or their respective representatives or agents in relation to these negotiations at any time in the future.

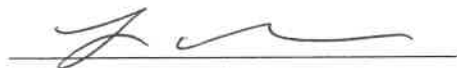
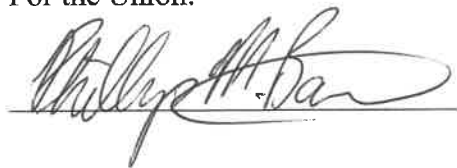
10. Bargaining unit employees will not be eligible to receive any wages, bonus, benefits and/or any other compensation or benefits other than as expressly agreed in this Memorandum, the Fully Agreed Articles and/or the Collective Agreement.

11. The terms of this Memorandum, and any business letters entered into the parties which have not been incorporated into the Collective Agreement by express agreement of the parties, do not form part of the Collective Agreement.

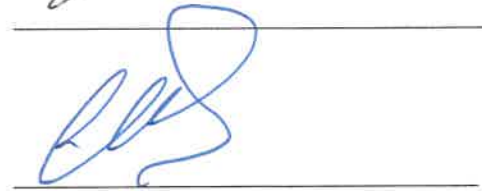
12. This Memorandum may be executed in counterparts and may be signed and returned via facsimile, email or other non-alterable electronic delivery. Signatures of the parties transmitted by facsimile, email or other non-alterable electronic delivery shall be deemed to be their original signatures for any and all purposes whatsoever.

ALL OF WHICH IS AGREED TO THIS 4TH DAY OF April 2025.

For the Union:



For the Employer:





(Canadian Office and Professional Employees Union, Local 378)

Hastings Entertainment Inc.
PROPOSALS 2024
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
		Feb 26/25	10:57am
UP1	Various	Housekeeping	

1. Amend cover page with new dates
2. Amend generic housekeeping
3. Amend capitalization to be consistent

E&OE

Signed off this

26th

day of

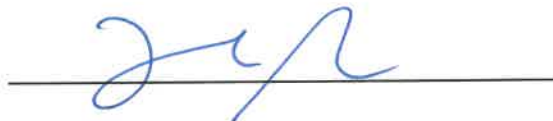
February

2025

For the Union



For the Employer



HOUSEKEEPING

EMPLOYER PROPOSES	
All	<p><i>Amend any gender specific references in the CA to gender neutral where required. Amend any typos, grammatical errors or structural changes to the agreement which do not change the overall intent of the agreement.</i></p> <p>9.01 (b) – Incorrect reference to Article Update 9.01 (c) to 9.01 (d)</p> <p>10.01 (a) – Incorrect reference to Article Update 9.01 (c) to 9.01 (d)</p> <p>15.02 (d) - Employee on Vacation or Layoff or when Job Posted</p>
Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: Phillip Barger	Name: Ibaya Ract
Signature: Phillip M. Barger	Signature: [Signature]
Date: Feb 26, 2025	Date: Feb 26, 2025

The Employer reserves the right to add to or amend, modify, or delete from any of these proposals during negotiations.

Employer Proposal

February 25th, 2025 at 9AMARTICLE 8 – GRIEVANCE PROCEDURE

EMPLOYER PROPOSES	
EP-8.04	<p>Regulatory Bodies – Discharge</p> <p>It is understood that without limiting the Employer's rights to discharge employees that:</p> <p>(a) the fact that registration requirements are not granted or are revoked by 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.</p>
Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: Phillip Barger	Name: Iboya Ract
Signature: Phillip Barger	Signature: [Signature]
Date: Feb 26/25	Date: Feb 26, 2025

The Employer reserves the right to add to or amend, modify, or delete from any of these proposals during negotiations.



(Canadian Office and Professional Employees Union, Local 378)

Hastings Entertainment Inc.
PROPOSALS 2024
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
		<i>Feb 26, 2025</i>	<i>3:05 pm</i>
EP Union Counter	11.01	<i>Amend</i>	

Article 11 - 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.
- (e) 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.
- (f) Part-Time Permanent Employee Seasonal (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.


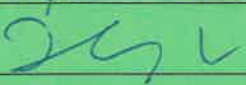
E&OE

Signed off this *26* day of *Feb* 20*25*

For the Union

For the Employer

[Signature] *[Signature]*

EMPLOYER PROPOSES (Tied to EP-11.01)	
EP-11.02	<p>Change in Definition</p> <p>(a) If a PTE employee's work schedule changes to the degree that would allow them 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.</p> <p>(b) If a Part Time Permanent Employee's work schedule changes so that they 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.</p>
Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: Phillip Bergen	Name: Iboya Racz
Signature: 	Signature: 
Date: Feb 26, 2025	Date: Feb 26, 2025

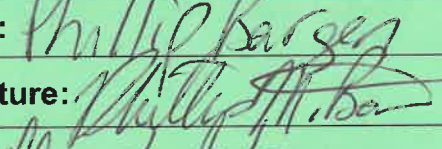
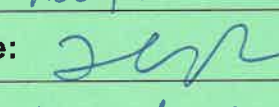
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EMPLOYER PROPOSES (Tied to EP-11.01)

EP-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.	
Sign-Off		
On behalf of the Union		On behalf of the Employer
Name: Phillip Baron		Name: Iboya Racz
Signature: Phillip M. Baron		Signature: [Signature]
Date: Feb 26 / 2025		Date: Feb 26 2025

EMPLOYER PROPOSES	
EP-11.04	<p>Full Time Permanent and Part Time Permanent Benefit Qualifications</p> <p>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.</p> <p>Full-time Permanent Employees and Part time Permanent Employees must work a minimum of one-thousand (1000) hours from November 2nd to November 1st of each year in order to qualify for benefits.</p> <p>It is understood, only Full-time Permanent Employees (FTP) and Part-time Permanent Employees (PTP) are eligible for benefits.</p>
Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: <i>Phillip Berger</i>	Name: <i>Iboya Racz</i>
Signature: <i>Phillip Berger</i>	Signature: <i>[Signature]</i>
Date: <i>March 12, 2025</i>	Date: <i>March 12, 2025</i>

ARTICLE 13 – SENIORITY

EMPLOYER PROPOSES (Tied to EP-11.01)	
EP-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 Employees in all Employment categories 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.
Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: Phillip Barger	Name: Iboya Racz
Signature: 	Signature: 
Date: March 12, 2025	Date: March 12, 2025

Employer Counter Proposal
April 4, 2025

EMPLOYER COUNTER PROPOSES	
EP-13.05	Loss of Seniority e. At the start of each calendar year, if an attempt has been made to contact an part-time Employee who is not permanent on at least three (3) occasions and either there was no response or the employee advised that they were 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 they shall be considered terminated. f. They do not return and are not likely to return in the near future from a medical leave after more than three (3) years.
	Sign-Off
On behalf of the Union	On behalf of the Employer
Name: Phillip A. Barger	Name: Iboya Racz
Signature: [Signature]	Signature: [Signature]
Date: April 4, 2025	Date: April 4, 2025

The Employer reserves the right to add to or amend, modify, or delete from any of these proposals during negotiations.



(Canadian Office and Professional Employees Union, Local 378)

Hastings Entertainment Inc.
PROPOSALS 2024
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP5	14.02	<i>Amend</i>	

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.

(b) Employees who are given notice of layoff shall have the following options:

- elect to exercise seniority rights as in Article 14.03 or;
- elect severance pay as per Article 14.04 or;
- elect to be placed on the recall list.

E&OE

Signed off this 13 day of March 2025

For the Union



For the Employer



ARTICLE 14 – LAYOFF AND RECALL

EMPLOYER PROPOSES	
	Recall
EP-14.04 (b)	(b) Notice of recall to an Employee who has been laid off shall be made by registered via email and 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.
Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: <i>Phillip Barger</i>	Name: <i>Iboya Ract</i>
Signature: <i>Phillip M. Barger</i>	Signature: <i>[Signature]</i>
Date: <i>Feb 26/2025</i>	Date: <i>Feb 26/25</i>

The Employer reserves the right to add to or amend, modify, or delete from any of these proposals during negotiations.



Employer Counter Proposal
March 12, 2025

EMPLOYER COUNTER PROPOSES								
Counter to UP 6 14.04 Recall	<p>14.04 Recall</p> <p>(a) Any 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. Any employee whose one (1) year recall expires will receive written severance pay equal to one (1) week per year of service to a maximum of sixteen (16) weeks.</p> <p>(b) Notice of recall to an employee who has been laid off shall be made by registered mail to the Employee's last known address. A laid off Employee is responsible for providing the Employer with their current mailing address. A copy of each recall notice shall be sent to the Union.</p> <p>(c) A employee can request termination of recall rights and receive severance pay at the time of layoff, however, once severance is paid the Employer shall be under no further obligation to such employee.</p> <p>(d) Any employee whose one (1) year recall expires will be subject to permanent layoff/termination and is entitled to receive severance pay as follows:</p> <p>(1) After six (6) months but less than three (3) consecutive years of service: Two (2) weeks of wages;</p> <p>(2) After three (3) years of consecutive service, severance shall be calculated at one (1) additional week per additional completed year of service, up to a maximum total of eight (8) weeks of wages.</p> <p>The amount the Employer is liable to pay is calculated by totaling the employee's weekly wages during the last eight weeks in which the employee worked; dividing the total by eight and multiplying the result by the number of weeks the Employer is liable to pay.</p> <p>(e) Employees who refuse a recall to their previous position, or who resign while on layoff, shall not be entitled to severance pay.</p>							
	<p align="center">Sign-Off</p> <table border="1"> <thead> <tr> <th>On behalf of the Union</th> <th>On behalf of the Employer</th> </tr> </thead> <tbody> <tr> <td>Name: <i>Phillip Baren</i></td> <td>Name: <i>Ibaya Racz</i></td> </tr> <tr> <td>Signature: <i>Phillip Baren</i></td> <td>Signature: <i>[Signature]</i></td> </tr> <tr> <td>Date: <i>March 13, 2025</i></td> <td>Date: <i>March 13, 2025</i></td> </tr> </tbody> </table>	On behalf of the Union	On behalf of the Employer	Name: <i>Phillip Baren</i>	Name: <i>Ibaya Racz</i>	Signature: <i>Phillip Baren</i>	Signature: <i>[Signature]</i>	Date: <i>March 13, 2025</i>
On behalf of the Union	On behalf of the Employer							
Name: <i>Phillip Baren</i>	Name: <i>Ibaya Racz</i>							
Signature: <i>Phillip Baren</i>	Signature: <i>[Signature]</i>							
Date: <i>March 13, 2025</i>	Date: <i>March 13, 2025</i>							

Employer Counter Proposal

The Employer reserves the right to add to or amend, modify, or delete from any of these proposals during negotiations.

ARTICLE 15 – JOB OPPORTUNITY

EMPLOYER PROPOSES (Tied to EP-11.01)	
EP-15.04 (a)	<p>(a) Transferring Within the Bargaining Unit</p> <p>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, they 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.</p>
Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: Phillip Barger	Name: Iboya Racz
Signature: 	Signature: 
Date: Feb 26, 2025	Date: Feb 26, 2025

Employer Counter Proposal
March 12, 2025

EMPLOYER COUNTER PROPOSES	
<p>Counter to UP8</p> <p>16.07 (New Article)</p>	<p>Night Shift Premium</p> <p>All hours worked by employees between 12:00 am and 7:00 am will be paid an additional one dollar and fifty cents (\$1.50) seventy-five cents (\$0.75) per hour as a night shift premium. To qualify for the night shift premium, an employee's shift must have commenced prior to 12:00am.</p>
Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: <i>Philip Barger</i>	Name: <i>Iboya Ract</i>
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
Date: <i>March 13, 2025</i>	Date: <i>March 13, 2025</i>

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Employer Counter Proposal
March 12, 2025

EMPLOYER COUNTER PROPOSES	
<p>Counter to UP10</p> <p>16.09 (New Article)</p>	<p>Uniform or Special Clothing Premium</p> <p>The Employer agrees to pay employees three dollars (\$3.00) fifty cents (\$0.50) per day worked to any employee who is required to launder their uniform or special clothing required by the Employer in their job.</p>
Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: <i>Philip M. Bara</i>	Name: <i>Ibaya Racz</i>
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
Date: <i>March 13, 2025</i>	Date: <i>March 13, 2025</i>

**Note that the introduction of this premium makes LOU#4 unnecessary. Employer proposes to eliminate LOU#4 upon agreement of this proposal.*

The Employer reserves the right to add to or amend, modify, or delete from any of these proposals during negotiations.

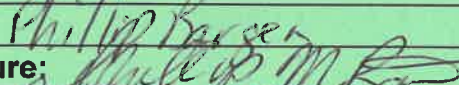
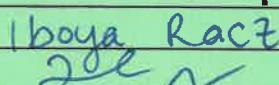
Employer Counter Proposal
March 12, 2025

EMPLOYER COUNTER PROPOSES	
<p>Counter to UP11</p> <p>16.10 (New Article)</p>	<p>16.10 Tips for Casino Security</p> <p>Upon ratification of the collective agreement, the Employer and the Union agree that the bargaining unit members of the casino security department will be provided with a Security Tip Box on a trial basis where tips can be received from guests. This trial will be for a period of 12 months.</p> <p>Both parties understand and agree, that members of the Security department are held to a high standard of professionalism, integrity and compliance with regard to regulations and policies governing the operations of the facility. As such, a Letter of Expectation the Casino Security Department Tipping Procedures will be required to be signed by all current and future members of the Casino Security department acknowledging and accepting the high standard of professionalism, integrity and compliance that is required of the Casino Security department.</p> <p>The Employer reserves the right to end the trial at any point should there be any egregious violations of the Casino Security Tipping Procedures by any member(s) of the Casino Security Department.</p> <p>Should the Security Tip Box become permanent after the trial period, For reasons identified above, the parties agree that any member of the Casino Security department who has received tips as a result of solicitation, deviation of their required duties, or failure to adhere to regulatory requirements will be considered to have committed gross misconduct, subject to investigation which will be addressed through the disciplinary process.</p> <p>The members of the Casino Security department will work together to nominate and appoint members of the Security Tip Committee, who will establish implement rules and processes to facilitate the distribution of tips received by members of the security department procedures that are consistent with Casino Security Department Tipping Procedures already established at the Great Canadian Casino Vancouver site.</p>

Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: <i>Phil Bergen</i>	Name: <i>Ibaya Racz</i>
Signature: <i>Philip A. Bergen</i>	Signature: <i>Ibaya Racz</i>
Date: <i>April 4, 2025</i>	Date: <i>April 4, 2025</i>

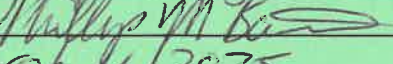
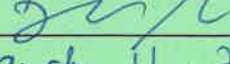
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Employer Counter Proposal
March 11, 2025

EMPLOYER COUNTER PROPOSES	
Counter to UP12 16.11 (New Article)	<p>Employer Mandated Training</p> <p>Save and except for any voluntary or regulatory training, all training provided by the Employer will be paid training and the Employer will endeavor to provide this training during regularly scheduled hours of work. Where such training of employees is done outside regularly scheduled hours, it will be paid at the employee's regular rate of pay for the time allocated to the specific training.</p> <p>(a) For Employer mandated training, the Employer will pay for the cost of the training courses, and the employee's time for a attendance at such training, will be paid at the employee's regular rate of pay.</p> <p>(b) Career advancement training in which the Employer has selected employees for such training will be paid by the Employer.</p> <p>(c) Time spent to complete assignments, homework or other preparation will be completed on the employee's own time.</p> <p>(d) Employees required to renew mandated certifications will be provided a reminder notice by the Employer.</p>
Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: Philip Bergen	Name: Iboya Ract
Signature: 	Signature: 
Date: March 11/2025	Date: March 11, 2025

The Employer reserves the right to add to or amend, modify, or delete from any of these proposals during negotiations.

Employer Counter Proposal
March 11, 2025

EMPLOYER COUNTER PROPOSES	
Counter to UP13 16.12 (New Article)	<p>Security Training</p> <p>The Employer will pay for the cost of training courses for security employees. The time for attendance at such training will be paid at the employee's regular rate of pay. The Employer will not be responsible for paying employees time to complete assignments, extra homework or other preparation.</p>
Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: Phillip Bergen	Name: Ibaya Racz
Signature: 	Signature: 
Date: March 11, 2025	Date: March 11, 2025

The Employer reserves the right to add to or amend, modify, or delete from any of these proposals during negotiations.



(Canadian Office and Professional Employees Union, Local 378)

Hastings Entertainment Inc.
PROPOSALS 2024
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
		Feb 26/25	10:259am
UP14	18.03(c)	Amend	

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)~~ six (6) continuous months, unless otherwise agreed by the Employer.

E&OE

Signed off this

26th

day of

February

2025

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

Hastings Entertainment Inc.
PROPOSALS 2024
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
		Feb 26 / 25	12:00 pm
EP Union Counter	18.03(b)	Amend	

18.03 Union Leave

- (b) Employees elected or appointed to full time Union positions will be granted leave of absence without pay on request, for a period of up to three (3) years unless otherwise agreed to. 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.

E&OE

Signed off this 26th day of February 20 25

For the Union

Phillip M. Bar



For the Employer

[Signature]

EMPLOYER PROPOSES (Tied to EP-11.01)

EP-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.
Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: <i>Phillip Bergen</i>	Name: <i>Iboya Racz</i>
Signature: <i>Phillip M. Bergen</i>	Signature: <i>[Signature]</i>
Date: <i>Feb 26, 2025</i>	Date: <i>Feb 26, 2025</i>

ARTICLE 19 - VACATION PAY & ENTITLEMENT

EMPLOYER PROPOSES (Tied to EP-11.01)	
EP-19.01	19.01 Part Time Employees <u>Vacation Pay</u> Vacation pay will be paid to all employees other than Full-Time Permanent and Part-Time Permanent as a percentage of earnings on each paycheque, in accordance with Article 19.03.
Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: Phillip Bergen	Name: Iboya Racz
Signature: 	Signature: 
Date: Feb 26/2025	Date: Feb 26 2025

ARTICLE 20 – TECHNOLOGICAL CHANGE

EMPLOYER PROPOSES (Tied to EP-11.01)	
EP-20.01	<p>Introduction</p> <p>“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, or 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.</p>
Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: <i>Phillip Borgen</i>	Name: <i>Iboya Racz</i>
Signature: <i>Phillip M. Borgen</i>	Signature: <i>[Signature]</i>
Date: <i>Feb 26, 2025</i>	Date: <i>Feb 26, 2025</i>

The Employer reserves the right to add to or amend, modify, or delete from any of these proposals during negotiations.

EMPLOYER PROPOSES (Tied to EP-11.01)

EP-20.04	<p>Options</p> <p>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, they may elect from one of the following options:</p> <p>(a) transfer to Part Time Employee status or</p> <p>(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:</p> <p>(i) At least six (6) months, but less than three (3) completed years of service - two (2) weeks pay</p> <p>(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.</p> <p>(c) A weeks pay shall be calculated as follows:</p> <p>(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.</p> <p>(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.</p> <p>(d) Where an employee elects 20.04 (a) above, to transfer to an Part Time Employee, they 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) they may not change the election.</p>							
	<p align="center">Sign-Off</p> <table border="1"> <thead> <tr> <th data-bbox="203 1606 795 1659">On behalf of the Union</th> <th data-bbox="795 1606 1437 1659">On behalf of the Employer</th> </tr> </thead> <tbody> <tr> <td data-bbox="203 1659 795 1722">Name: <i>Phillip Borgen</i></td> <td data-bbox="795 1659 1437 1722">Name: <i>Iboya Racz</i></td> </tr> <tr> <td data-bbox="203 1722 795 1785">Signature: <i>Phillip Borgen</i></td> <td data-bbox="795 1722 1437 1785">Signature: <i>[Signature]</i></td> </tr> <tr> <td data-bbox="203 1785 795 1848">Date: <i>Feb 26/2025</i></td> <td data-bbox="795 1785 1437 1848">Date: <i>Feb 26 2025</i></td> </tr> </tbody> </table>	On behalf of the Union	On behalf of the Employer	Name: <i>Phillip Borgen</i>	Name: <i>Iboya Racz</i>	Signature: <i>Phillip Borgen</i>	Signature: <i>[Signature]</i>	Date: <i>Feb 26/2025</i>
On behalf of the Union	On behalf of the Employer							
Name: <i>Phillip Borgen</i>	Name: <i>Iboya Racz</i>							
Signature: <i>Phillip Borgen</i>	Signature: <i>[Signature]</i>							
Date: <i>Feb 26/2025</i>	Date: <i>Feb 26 2025</i>							

The Employer reserves the right to add to or amend, modify, or delete from any of these proposals during negotiations.

ARTICLE 21 – MISCELLANEOUS


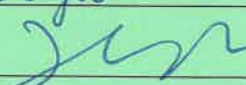
EMPLOYER PROPOSES	
EP-21.02	<p>Bulletin Boards</p> <p>The Employer agrees that Bulletin Boards will be designated for Employer and Union notices. The Bulletin Boards will be located in the following areas:</p> <ul style="list-style-type: none"> (1) Mutuel Office Corridor beside the Gaming Office (2) Designated Lunch Rooms (2) (3) Racing Office (4) Backstretch Maintenance Office (5) Corridor beside the Security Office (6) Security Guard Buildings (7) Marketing Office
Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: Phillip Barger	Name: Iboya Ract
Signature: 	Signature: 
Date: Feb 26, 2025	Date: Feb 26, 2025

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EMPLOYER PROPOSES	
EP-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.
Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: <i>Phillip Barger</i>	Name: <i>Iboya Racz</i>
Signature: <i>Phillip M. Barger</i>	Signature: <i>[Signature]</i>
Date: <i>Feb 26, 2025</i>	Date: <i>Feb 26, 2025</i>

EMPLOYER PROPOSES	
EP-21.08	Personnel Files Revise "Personnel" to Team Member
Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: <i>Phillip Barger</i>	Name: <i>Iboya Racz</i>
Signature: <i>Phillip M. Barger</i>	Signature: <i>[Signature]</i>
Date: <i>Feb 26, 2025</i>	Date: <i>Feb 26, 2025</i>

The Employer reserves the right to add to or amend, modify, or delete from any of these proposals during negotiations.

EMPLOYER PROPOSES	
EP-21.13	Working Conditions Work Week: Work week shall be defined as Sunday to Saturday. The normal work week for full-time permanent employees shall be eight (8) hours per day and forty (40) hours per week.
Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: Phillip Barger	Name: Iboya Ract
Signature: 	Signature: 
Date: Feb 26/25	Date: Feb 26, 2025

The Employer reserves the right to add to or amend, modify, or delete from any of these proposals during negotiations.

Employer Counter Proposal
April 4, 2025

EMPLOYER COUNTER PROPOSES	
<p>Counter to UP 17</p> <p>21.14 RRSP Match</p>	<p>21.14 RRSP Match</p> <p>"RRSP Match-" Full-time Permanent (FTP) and Part-Time Permanent (PTP) team members are eligible to join the Employer-sponsored RRSP plan following completion of 3 months of continuous employment.</p> <p>Eligible Employees may voluntarily participate in an Employer-sponsored RRSP. Employees who participate will contribute up to 5% of their wages, and the Employer will match 50% of the team member's contribution. For clarity, at no time will the Employer's contribution be more than 2.5%</p>
Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: <i>Phillip Barge</i>	Name: <i>Ibaya Raltz</i>
Signature: <i>Phillip M. Barge</i>	Signature: <i>[Signature]</i>
Date: <i>April 4, 2025</i>	Date: <i>April 4, 2025</i>

The Employer reserves the right to add to or amend, modify, or delete from any of these proposals during negotiations.

Employer Counter Proposal
March 12, 2025

EMPLOYER PROPOSES	
EP-22.01	<p>(a) Prohibition Against Sexual and Personal Harassment</p> <p>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.</p>
	<p>(b) Definition of Sexual Harassment</p> <p>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: is defined as follows:</p> <ul style="list-style-type: none"> - (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. <ul style="list-style-type: none"> • engaging in a course of vexatious comment or conduct against a team member in a workplace

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	<p>because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or</p> <ul style="list-style-type: none"> • making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the team member and the person knows or ought reasonably to know that the solicitation or advance is unwelcome. <p>This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.</p> <p>(c) Definition of Personal Harassment</p> <p>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:-</p> <ul style="list-style-type: none"> - (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. <p>Personal harassment is defined as:</p> <ul style="list-style-type: none"> • engaging in a course of inappropriate conduct or comment by a person towards a team member that the person knew or reasonably ought to have known is vexatious, would cause that team member to be humiliated, or intimidated; or • it can involve words or actions that are known or should be known to be offensive, embarrassing, humiliating, demeaning or unwelcome, whether or not based on a Prohibited Ground under human rights legislation.
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The Employer reserves the right to add to or amend, modify, or delete from any of these proposals during negotiations.

Definition of Discrimination

Discrimination means differential treatment, whether intentional or not, based on a “Prohibited Ground”, which imposes a burden, benefit, advantage or disadvantage on an individual or group that is not imposed on others.

“Prohibited Ground” means a personal characteristic that is protected from unlawful discrimination by human rights legislation. Definitions and/or interpretation of prohibited grounds of discrimination may vary between different provinces and may include but are not limited to race, colour, religion, age, gender, national or ethnic origin, ancestry or place of origin, physical or mental disability, dependence on alcohol or drugs, sexual orientation, gender expression, marital or family status. This Policy is applied in accordance with the British Columbia Human Rights Code

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

The definition of harassment excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment. Harassment does not include the exercise of authority related to safety, the provision of advice, assignment of work, counseling, performance evaluation, discipline or other similar supervisory or administrative functions undertaken for legitimate workplace purposes. Moreover, minor verbal disagreements, personality differences, consensual workplace banter and consensual workplace romantic relationships amongst equals do not normally constitute harassment.

(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**

The Employer reserves the right to add to or amend, modify, or delete from any of these proposals during negotiations.

	<p>complaint in writing to either the Union, to any Manager or the Manager 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.</p> <p>(ii) An alleged offender The respondent 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.</p> <p>(iii) Where either the complainant or the alleged offender respondent is a member of the bargaining unit, the Employer will investigate and the Union may also will each appoint a representative to investigate the complaint. The two (2) investigator(s) may, if appropriate, assist the complainant and the alleged offender respondent to reach agreement on an appropriate resolution. Where such resolution is agreed upon by the complainant, the alleged offender respondent, and both the Union and Employer investigator(s), it will be considered final and binding and will be submitted in writing to the General Site Operational Lead Manager. In the absence of such a resolve, the investigator(s) shall proceed with their inquiries and shall submit either a joint or separate report(s) to the General Manager Director of Human Resources within thirty (30) calendar days of the complaint being filed.</p> <p>(iv) The General Manager Human Resources Director 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 respondent, introduction of a program to raise awareness, etc. Where one of the employees is to be transferred, it shall be the harasser respondent who is transferred, unless the harassed employee</p>
--	--

The Employer reserves the right to add to or amend, modify, or delete from any of these proposals during negotiations.

	<p>complainant consents to be transferred. Where the allegation of harassment is found to be frivolous, vexatious or vindictive in nature, the General Manager Human Resources Director 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.</p> <p>(v) Where either the complainant or the alleged harasser respondent is not satisfied with the General Manager's Director, Human Resources' decision, the member will utilize the grievance procedure laid out in Article 8. 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:</p> <ul style="list-style-type: none"> (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. <p>(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.</p> <p>The Employer maintains a Respectful Workplace Policy to which all Employees are expected to adhere. Where the Company's Respectful Workplace Policy exceeds this article, the Company reserves the right to apply the Company's Respectful Workplace Policy.</p>
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Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: <i>Phillip M. Bergeron</i>	Name: <i>Iboya Racz</i>
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
Date: <i>March 13, 2025</i>	Date: <i>March 13, 2025</i>

The Employer reserves the right to add to or amend, modify, or delete from any of these proposals during negotiations.



(Canadian Office and Professional Employees Union, Local 378)

Hastings Entertainment Inc.
PROPOSALS 2024
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP18	24.0	<i>Amend</i>	

ARTICLE 24: TERM OF COLLECTIVE AGREEMENT

24.01 Term

This Agreement shall be for the period from and including January 1, ~~2022~~ 2025 to and including December 31, ~~2024~~ 2027 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.

E&OE
Signed off this 4th day of April 2025

For the Union

Phillip M. Ben

For the Employer

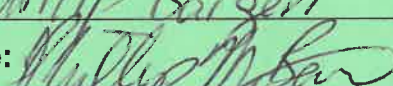

[Signature]

ARTICLE 25 - TRANSFER OR OTHER DISPOSAL OF OPERATIONS

EMPLOYER PROPOSES (Tied to EP-11.01)	
Application of Article	
EP-25.01	The provisions of this Article shall apply equally to all Full-Time Permanent Employees, and Part-Time Permanent Employees and Part-Time Employees but shall not apply to Casual Employees.
Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: Phillip Barger	Name: Iboya Ract
Signature: Phillip M. Barger	Signature: [Signature]
Date: Feb 26 / 2025	Date: Feb 26 2025

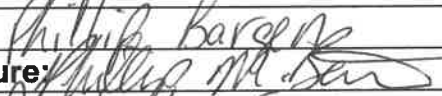
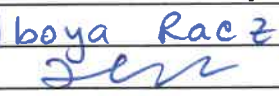
The Employer reserves the right to add to or amend, modify, or delete from any of these proposals during negotiations.

ARTICLE 26 – COMMITTEE

EMPLOYER PROPOSES	
EP-26.01	<p>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.</p> <p>The committee shall be comprised of two (2) members appointed by management and two (2) members appointed by the Union.</p>
Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: Phillip Bergen	Name: Iboya Racz
Signature: 	Signature: 
Date: March 11, 2025	Date: March 11, 2025

The Employer reserves the right to add to or amend, modify, or delete from any of these proposals during negotiations.

Employer Counter Proposal
April 4, 2025

EMPLOYER COUNTER PROPOSES	
Counter to UP 2	Appendix "A" - Wage Rates (hourly) General Wage increases as follows: January 1 st , 2025 – 3.00% January 1 st , 2026 – 3.00% January 1 st , 2027 – 3.00%
	Appendix "A" The wage increase in year one for Slot Supervisors will be 8.70%. Retroactive wages will be paid on wages only, to December 31, 2024. Notwithstanding the wage scheduling in this agreement, the minimum hourly rate for any position in the bargaining unit after June 1, 2025 will be the current BC minimum wage plus 1.5% rounded up to the nearest penny.
Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: Phillip Barger	Name: Iboya Race
Signature: 	Signature: 
Date: April 4, 2025	Date: April 4, 2025

The Employer reserves the right to add to or amend, modify, or delete from any of these proposals during negotiations.



(Canadian Office and Professional Employees Union, Local 378)

Hastings Entertainment Inc.
PROPOSALS 2024
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
		April 4/2025	3:30pm
UP19	LOU #'s	Re-sign	

- LOU #1 Benefit Plans
- LOU #7 Work Experience Students
- LOU #9 Letters and Agreements
- LOU #10 Creating New Position
- LOU #11 Off-Track Betting
- LOU #12 Standby Employees

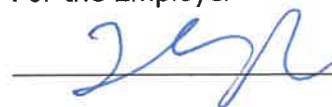
E&OE

Signed off this 4th day of April 2025

For the Union



For the Employer



Hastings Entertainment Inc. and MoveUP – Employer Proposal

LETTER OF UNDERSTANDING #3 RE: FIRST AID ATTENDANT

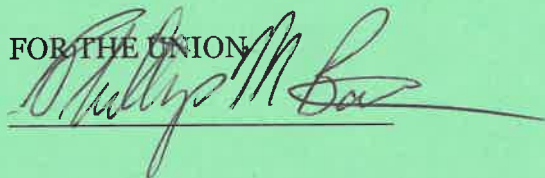
IT IS AGREED that the Employer will pay seventy-five percent (75%) of the renewal registration and qualification fee as shown on the official certificate issued by the Workers' Compensation Board for current ~~Ambulance~~ First Aid Attendants, who have completed probation, provided such costs are not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

Agreed this 4th day of April, 2025

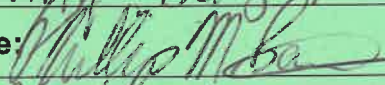
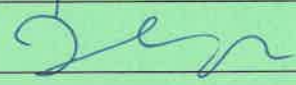
FOR THE EMPLOYER



FOR THE UNION



LETTER OF UNDERSTANDING #6 – HEALTH AND SAFETY COMMITTEE

EMPLOYER PROPOSES	
EP-LOU#6	<p>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.</p> <p>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.</p> <p>Times spent attending to health and safety issues, such as required meetings, inspections, investigations and training, shall be governed by current WCB regulations.</p> <p><u>In the event that the Employer is having difficulties finding Union members to sit on the committee, the parties agree to meet and attempt to resolve the situation. The Union agrees to assist the Employer in recruiting participants by actively encouraging members to volunteer for this important role.</u></p>
Sign-Off	
On behalf of the Union	On behalf of the Employer
Name: Phillip Barger	Name: Iboya Racz
Signature: 	Signature: 
Date: March 12, 2025	Date: March 12, 2025

Employer Counter Proposal
March 12, 2025

EMPLOYER COUNTER PROPOSES									
Counter to UP 21 LOU#8	<p>RE: SHIFT ASSIGNMENT - BARN AREA SECURITY</p> <p>The parties hereby agree that shift schedules in Barn Area Security shall be assigned on the basis of seniority within each classification.</p> <p>The Employer will design and post the shift schedules, no more frequently than every six (6) weeks.</p> <p>The employees will bid on their preferred shifts based on their departmental seniority within the appropriate classification.</p> <p>Where two (2) or more employees have the same seniority, such ties will be broken through a random draw.</p> <p>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.</p> <p>When one of these employees works on a graveyard shift, they will receive an additional fifty cents (\$0.50) one dollar and fifty cents (\$1.50) seventy five cents (\$0.75) for all hours worked. 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.</p>								
	Sign-Off								
	<table border="1"> <thead> <tr> <th>On behalf of the Union</th> <th>On behalf of the Employer</th> </tr> </thead> <tbody> <tr> <td>Name: <i>Phillip Bagen</i></td> <td>Name: <i>Ibaya Ract</i></td> </tr> <tr> <td>Signature: <i>Phillip M. Bagen</i></td> <td>Signature: <i>[Signature]</i></td> </tr> <tr> <td>Date: <i>March 13, 2025</i></td> <td>Date: <i>March 13, 2025</i></td> </tr> </tbody> </table>	On behalf of the Union	On behalf of the Employer	Name: <i>Phillip Bagen</i>	Name: <i>Ibaya Ract</i>	Signature: <i>Phillip M. Bagen</i>	Signature: <i>[Signature]</i>	Date: <i>March 13, 2025</i>	Date: <i>March 13, 2025</i>
	On behalf of the Union	On behalf of the Employer							
	Name: <i>Phillip Bagen</i>	Name: <i>Ibaya Ract</i>							
Signature: <i>Phillip M. Bagen</i>	Signature: <i>[Signature]</i>								
Date: <i>March 13, 2025</i>	Date: <i>March 13, 2025</i>								

The Employer reserves the right to add to or amend, modify, or delete from any of these proposals during negotiations.



(Canadian Office and Professional Employees Union, Local 378)

Hastings Entertainment Inc.
PROPOSALS 2024
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
		Feb 26, 2025	12:00 pm
UP22	LOU 15	Amend and Resign	

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 25th day of May, 2012.

E&OE
Signed off this 26th day of February 2025

For the Union  For the Employer 