



LETTER OF UNDERSTANDING #1/2017-20
Between
MANITOBA HYDRO
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 998

RE: PROVISIONS FOR A FULL-TIME UNION PRESIDENT

This will confirm the agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 998, regarding provisions for employees who have been granted leave from their normal duties with Manitoba Hydro for the purpose of undertaking the President position on a full time basis with C.U.P.E.

The following terms and conditions will apply to the employee elected as President of C.U.P.E.:

1. Eligibility

Existing employees of Manitoba Hydro who have been elected to undertake the President position on a full time basis with C.U.P.E.

2. Duration

Normal maximum of three consecutive years subject to the approval of the Division Manager, Human Resources. The term may be extended on request and with the approval of the Division Manager, Human Resources.

3. Salary and Benefits

Manitoba Hydro will be responsible for the Union President's biweekly salary plus benefit costs, including any general salary adjustments that occur during the term. The Union President's biweekly salary will be equal to the maximum of pay grade 25. In the event the incoming President's salary is at pay grade 31, he/she will continue with their current salary in that pay grade with no change to salary administration.

Should the Union decide to provide additional remuneration beyond the maximum of pay grade 25 (or current salary in pay grade 31); they would be responsible for the additional costs of wages, subject to normal deductions. CUPE would remit to Manitoba Hydro, on a bi-weekly basis, the gross difference in payroll costs plus the incremental expenses and benefit costs related to the topped-up salary, including but not limited to:

- CPP
- Employer E.I.
- Superannuation
- Group Life Premium
- LTD
- WCB
- Health & Education Tax
- Vacation cash outs
- Benefit credits transferred to the employee's Health Spending Account

4. Expenses

Manitoba Hydro will pay reasonable out-of-pocket expenses (meal, transportation and accommodations) associated with any project work activities such as safety, quality improvements, compensation systems or any non-routine joint business activities when pre-approved by the Manager, Employee Relations Department. Other routine day-to-day expenses will be the responsibility of C.U.P.E.

5. Other Terms and Conditions

As the President will continue to be employed by the Corporation, all other terms and conditions will continue to apply and all other benefits will accrue during that employment, including but not limited to Corporation service, vacation, sick leave, sick leave vesting, severance pay, disability plans and other health benefits. The Union will advise Manitoba Hydro, on a biweekly basis, when vacation credits or sick leave credits are utilized and the individual's credits will be decreased accordingly.

6. Re-employment

The individual's previous position with Manitoba Hydro will be held for three years. Beyond three years, the individual will be provided with a comparable position for which they are qualified and capable of performing. While in the Union President position, the individual's seniority will be considered for posted positions applied for within Manitoba Hydro.

7. Retirement or Termination

Should the individual cease to be the President of C.U.P.E. and not continue employment with Manitoba Hydro, outstanding vacation, banked vacation, sick leave vesting and severance credits will be paid out at the basic rate of pay for the permanent classification the employee last held prior to assuming the President position, or the maximum of pay grade 25, whichever is higher. (The Corporation will assume normal salary administration practices when determining the basic rate of pay for the employee's base classification.)

Should an employee cease to be the President of C.U.P.E., continue employment with Manitoba Hydro, and subsequently retire or terminate, their payouts will be at their basic rate of pay at the time of retirement.

Agreed this 30th day of August, 2017.



M. Levitt
Manager
Employee Relations Department



C. Mravinec
President
CUPE