



**LETTER OF UNDERSTANDING #4/2017-20**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 998**  
  
**RE: MODIFIED HOURS OF WORK & WORK SCHEDULE –**  
**CUSTOMER CONTACT CENTRE**

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This letter of understanding will set forth the understanding reached between the Canadian Union of Public Employees, Local 998 and Manitoba Hydro with respect to hours of work and work schedules for employees in the Customer Contact Centre.

1. The Customer Contact Centre's hours of work will be 08:00 to 18:10 Monday to Friday, except as noted point 3 below.
2. Customer Contact Centre staff will be required to work seven hours and 55 minutes (7.92 hours) per day in a manner consistent with the 9-day work cycle. Staff working the 9-day work cycle will be assigned the following daily hours of work:
  - 08:00 to 16:30
  - 08:30 to 17:00
  - 09:00 to 17:30
  - 09:40 to 18:10

While management will take into consideration employee preferences when assigning staff to the above work schedules, there is no guarantee that employee preferences will be accommodated.

All Customer Contact Centre staff assigned to the 9-day work cycle will be entitled to 18 Regular Days Off (RDO) each year; however, not all staff will recognize the regular application of fixed Mondays off dictated by C2.1 of the collective agreement due to the Customer Contact Centre operating Monday to Friday each week. While management will take into consideration employee preferences when assigning fixed RDO's (e.g. Alternate Monday's off, Friday off, etc.), there is no guarantee that employee preferences will be accommodated.

3. A limited number of employees will be scheduled to work the following schedules:
  - A. 07:00 to 15:30 (9-day work cycle)
  - B. 07:40 to 20:10 – Monday, Tuesday, Wednesday (12 hour shift)
  - C. 07:40 to 20:10 – Monday, Thursday, Friday (12 hour shift)

Work schedules A, B, and C are being maintained on a trial basis until December 27, 2017. At the conclusion of the trial period the Corporation will meet to inform the Union of the potential extension, modification, or removal of these schedules as options for staff.

12-hour staff will generally work six 12 hour days per pay period (exclusive of a 30-minute unpaid lunch period), up to a maximum of 147 straight-time 12-hour shifts annually.

There will be no changes to an employee's designation as "7.92-hour" or "12-hour" (other than for overtime and temporary extended sick leave relief or job vacancy work requirements which cannot be covered by an employee in the same shift designation) without the mutual agreement of Management and the affected employee.

Should a 12 hour shift position become vacant, the vacated shift will first be offered, by seniority, to current 12-hour shift employees with consideration of their qualifications, skills, or willingness to be trained in new skill sets to ensure operational requirements are met. Should this create a vacancy for another 12-hour shift position, that position will be filled via the same process (i.e. offered to current 12-hour shift employees with consideration of their qualifications, skills, or willingness to be trained in new skill sets). If no employees currently on 12-hour shifts are interested in the vacant 12-hour shift position it will then be offered to all other employees in the Contact Centre and filled by seniority with consideration of their qualifications, skills, or willingness to be trained in new skill sets to ensure operational requirements are met. If a 12-hour shift position cannot be filled by an employee currently in the Contact Centre, it will be filled by posting according to the terms and conditions of the collective agreement.

For "12-hour" employees, use of sick leave, vacation and leave of absence without pay will be consistent with the number of hours scheduled on a particular day.

Bereavement and Family Responsibility Leaves for "12-hour" employees will be on a day-for-a-day basis with the employee maintaining basic pay for the day(s).

4. An hourly premium, equivalent to the shift premium in Section C, Article 3.5.1, will be paid for hours worked (excluding overtime) between 16:00 and 20:10 Monday to Friday. This premium is only intended to apply to individuals working the 12-hour trial schedules B and C identified under number 3 above and employees whose scheduled hours are outside of the flex-time provisions of Article C 2.15.3 (i.e. Employees scheduled to work from 09:40 to 18:10). In the event that an employee currently works a schedule that wouldn't normally be eligible for the hourly premium, but is required to change their hours of work to a premium eligible schedule for operational reasons, the employee shall receive the hourly premium as applicable, so long as overtime is not applicable.
5. Overtime rates will apply for work performed outside of the regularly scheduled hours.
6. Corporation Holidays will be observed on the days designated by the Corporation (Monday to Friday) and not on the actual days of the holiday (if different).
7. All other terms and conditions of the collective agreement will apply.

Agreed this 30<sup>th</sup> day of AUGUST, 2017.



M. Levitt  
Manager  
Employee Relations Department



C. Mravinec  
President  
CUPE

## **Attachment A**

### **Permanent 7.92 Hour Work Schedules**

8:00-16:30      Standard Monday-Friday

8:30-17:00      Standard Monday-Friday

9:00-17:30      Standard Monday-Friday

9:40-18:10      Standard Monday-Friday

### **Trial 7.92 Hour Work Schedules** (In effect until December 27, 2017)

A. 07:00-15:30      Standard Monday-Friday

### **Trial 12 Hour Shifts** (In effect until December 27, 2017)

B. 07:40-20:10      Monday, Tuesday, Wednesday (12 hours Paid)

C. 07:40-20:10      Monday, Thursday, Friday (12 hours Paid)

