

LETTER OF UNDERSTANDING #10/2017-20 Between MANITOBA HYDRO and THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 998

RE: VOLUNTARY DEPARTURE PROGRAM (VDP)

This letter will confirm the understanding reached between Manitoba Hydro and the Canadian Union of Public Employees Local 998 ("CUPE") with respect to the offering of a voluntary departure program by Manitoba Hydro to members of CUPE during the term of this letter of understanding.

- 1. In the event Manitoba Hydro determines that staff reductions are necessary, a Voluntary Departure Program shall be offered to employees in eligible classifications (across areas and work locations) prior to Section I, Article 1 Workforce Adjustment being invoked.
- 2. Manitoba Hydro reserves the right to make the final determination as to which eligible classifications (across areas and work locations) the VDP will be offered to, and the number of related employee reductions required.

Manitoba Hydro agrees to consider requests from other employees who have not been offered the VDP.

Manitoba Hydro agrees to meet with CUPE to review the details of such program including the timeframes associated with the VDP offering prior to implementation, at which time input from the Union will be considered.

- 3. Eligible employees as determined by Manitoba Hydro shall receive a lump sum amount equal to 2 weeks of base pay for each complete year of Corporate Service up to a maximum of 30 weeks.
- 4. Employees who accept an offer under the VDP shall be required to sign a General Release in favour of both Manitoba Hydro and its officers, directors and employees prior to it taking effect. Employees accepting the VDP shall be deemed to have terminated their employment with Manitoba Hydro upon it taking effect, and will have no right of recall with Manitoba Hydro, and shall not be entitled to a separation package as outlined in Section I, Article 1.7 of the collective agreement.
- 5. CUPE members will have the ability to consult with CUPE when deciding whether to volunteer for the VDP.

- 6. It is understood and agreed the final approval of all applications made under the VDP rests solely with Manitoba Hydro.
- 7. Manitoba Hydro agrees to inform the Union, in writing, of the names of the employees who have accepted the VDP, and the last date of employment for those employees.
- 8. Nothing in this Letter of Understanding shall restrict Manitoba Hydro's right to invoke Section I, Article 1 Workforce Adjustment should the required staff reductions not be achieved through the VDP.
- 9. This Letter of Understanding shall expire at the sole discretion of Manitoba Hydro, as long as the Corporation provides thirty (30) calendar days written notice to the Union prior to the termination of this letter.

AUGUST

Agreed this

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, 2017.

M. Levitt Manager

Employee Relations Department

C. Mravinec President CUPE 998