

**Memorandum of Agreement #01**

**Between**

**Efficiency Manitoba Inc.**

**and**

**The Canadian Union of Public Employees (CUPE), Local 998**

**RE: Unpaid Time Off**

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This letter will set forth the understanding reached between the Canadian Union of Public Employees (CUPE), Local 998 and Efficiency Manitoba (EM) with respect to the implementation/continuation of three days Unpaid Time Off (UPTO) for employees resigning/terminating from Manitoba Hydro and being hired by Efficiency Manitoba.

This letter acknowledges that, to avoid temporary layoffs, a prior agreement was reached between Manitoba Hydro and CUPE that employees will take 3 days without pay (23.76 hours) between June 25, 2020 and March 31, 2021. Manitoba Hydro's agreement with CUPE noted the value of these hours funded through equal, biweekly payroll deductions over 20 pay periods (commencing on the July 9, 2020 pay deposit).

For ease of administration, to enable those transitioning to EM to have the flexibility to use their UPTO days in the timing that works for them within the 2020/21 fiscal year, and to recognize the opportunity that arises in funding UPTO days alongside final Manitoba Hydro payouts, the parties agree that regardless of specific UPTO use as of the last day at Manitoba Hydro, the full deduction for 3 UPTO days will occur with the final payouts from Manitoba Hydro, with any unused UPTO days being made available for use at Efficiency Manitoba.

Recognizing a portion of these UPTO days will be funded through Manitoba Hydro's biweekly payroll deductions commencing July 9, 2020 in accordance with the MOA between Manitoba Hydro and CUPE, the deduction taken with final Manitoba Hydro payouts will recognize the biweekly deductions taken to the point of Manitoba Hydro resignation/termination.

The majority of employees accepting employment with Efficiency Manitoba will have ample Manitoba Hydro payouts to offset the final UPTO deduction. In cases where quota balances eligible for payout are not sufficient to offset the final UPTO deduction, sufficient vacation and/or benefit credit accruals will be paid out to offset the final UPTO deduction, with the balance of vacation and/or benefit credit accruals held back from final payouts/recognized for use at Efficiency Manitoba.

The parties acknowledge and further agree to the following:

1. Any Unpaid Time Off used at Efficiency Manitoba will not affect pension, vacation or sick leave accruals, group life insurance, or service calculations.
2. The Unpaid Time Off can be used as full or part-days off with the understanding that the full complement of time must be used prior to March 31, 2021. Any unused time will be forfeited with no reimbursement for unused UPTO time.
3. Time off requests are to be treated in a manner consistent with vacation requests and are subject to management approval.
4. With the exception of seasonal employees, there will be no layoffs for the balance of the 2020-21 fiscal year.
5. CUPE agrees not to file grievances in the future regarding the three Unpaid Time Off days, or the manner in which the Efficiency Manitoba has communicated to employees about it, provided the terms of this memorandum and any provisions of the Collective Agreement that do not conflict with the memorandum are adhered to.

Where there is a conflict between the Collective Agreement and this Memorandum, this Memorandum shall apply.

Agreed this 7<sup>th</sup> day of July, 2020.

DChudobiak  
Dori Chudobiak  
VP Corporate Performance and Engagement  
Efficiency Manitoba

Michelle Bergen  
Michelle Bergen  
President - CUPE Local 998