

Agreement Between

MANITOBA HYDRO

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 998

for the period from January 1, 2013

to and including December 31, 2016

NEGOTIATING COMMITTEES

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THIS AGREEMENT made this September 5, 2013 between:

MANITOBA HYDRO

(hereinafter referred to as the "Corporation")

OF THE FIRST PART,

and

CANADIAN UNION OF PUBLIC EMPLOYEES

Local 998

(hereinafter referred to as the "Union")

OF THE SECOND PART.

WITNESSETH as follows:

In Witness Whereof these presents have been executed the day and year first above written.

Canadian Union of Public Employees,
Local 998

Per:



C. Mravinec
President, Local 998



W. Skomoroh
National Representative
Canadian Union of Public Employees

For Manitoba Hydro

Per:



S. Thomson
President and Chief Executive Officer



K.M. Tennenhouse
General Counsel and Corporate

Section A - Framework

ARTICLE 1 SCOPE AND BARGAINING AGENT

- A 1.1 This agreement shall apply to those employees of the Corporation within the bargaining unit defined in Certificate No. MLB-6389 issued by the Manitoba Labour Board, dated January 26, 2007, who are employed in the classifications set forth in Appendix "A", which is attached hereto and forms part of this agreement.
- A 1.2 New classifications created during the term of this agreement, which fall within the scope of the said Certificate, shall be added to Appendix "A".
- A 1.3 The Corporation recognizes Canadian Union of Public Employees, Local 998, as the sole bargaining agent for those employees of the Corporation to whom this agreement applies.
- A 1.4 The Corporation recognizes and shall not interfere with the right of its said employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Corporation or any of its agents against any such employees because of membership or activity in the Union.
- A 1.5 Without limiting the right of the Union to solicit employees to join the Union, the Union agrees that neither the Union nor its members, individually or collectively, will in any manner intimidate or coerce any employee of the Corporation with a view to influencing such employee to join the Union.
- A 1.6 The Corporation will provide the Union with a regular report of members currently employed at Manitoba Hydro. The report shall include information on employment conditions such as wages, classifications and work locations, as well as employees' home addresses. This information is to be used for Union business purposes only.

ARTICLE 2 CORPORATION RIGHTS

- A 2.1 Nothing in this agreement is intended nor shall it be construed as denying or in any manner limiting the right of the Corporation to control and supervise all operations and direct all working forces, including the right to determine the employee's ability, skill, competence, and other qualifications for the job, and to hire, discharge, lay off, suspend, discipline, promote, demote or transfer, and to control and regulate the use of all equipment and property and promote efficiency in all operations, provided however, that in the exercise of the foregoing Management rights, the Corporation shall not contravene the provisions of this agreement.

- A 2.2 In carrying out their responsibility to administer this Collective Agreement, the employer and the Union agree to act reasonably, fairly, in good faith and in a manner consistent with the Collective Agreement as a whole.

ARTICLE 3 DURATION, RENEWAL OR REVISION OF AGREEMENT

- A 3.1 This agreement shall become effective from and including the 5th day of September, 2013, except as otherwise expressly provided, and shall continue in force and in effect up to and including the 31st day of December, 2016, and thereafter from year to year, as hereinafter provided unless renewed or terminated.
- A 3.2 If either party to this agreement desires to renew or revise this agreement, then not less than 90 calendar days nor more than 120 calendar days prior to the 31st day of December, 2016, such party shall give written notice to the other party of intent or desire.
- A 3.3 Following receipt of the written notice referred to in Article A 3.2 requesting a renewal or revision of the agreement, the parties shall exchange particulars related thereto not later than 60 calendar days prior to the expiry date of the Agreement and be prepared to commence negotiations not later than 50 calendar days prior to the expiry date of the Agreement.
- A 3.3.1 Only those matters referred to in the said particulars shall be discussed at such negotiations unless otherwise mutually agreed upon.
- A 3.4 The President of the Union, with prior approval from the Executive of the Union, and the Manager, Employee Relations Department of the Corporation, acting jointly, may from time to time by Letters of Understanding in writing signed by them, amend or interpret the provisions of this agreement and the parties shall be bound by any such amendment or interpretation.
- A 3.4.1 During the period required to negotiate a renewal or revision of this agreement, this agreement and current Letters of Understanding shall remain in full force and in effect without change.
- A 3.4.2 Upon coming into force of this agreement, any other agreement or existing Letters of Understanding, which are not renewed, shall be terminated.
- A 3.5 No part of a renewed or revised agreement shall have a retroactive effect unless specifically so provided.

A 3.6 Should any law now existing or hereafter enacted, or any proclamation, regulation, or edict invalidate any portion of this agreement, the entire agreement shall not be invalidated thereby and either party hereto may reopen negotiations on the invalidated portion by giving notice to the other party.

A 3.6.1 Following receipt of the written notice and particulars of the invalidated portion of the agreement, the receiving party shall be prepared to commence negotiations within 30 calendar days of receipt of said notice and particulars.

ARTICLE 4 MEMBERSHIP DUES

A 4.1 Commencing on the first payday following the execution of this agreement, and on each payday thereafter, the Corporation shall deduct from the wages of each employee covered by this agreement, beginning with the second pay period following commencement of employment and for each pay period thereafter, an amount equal to the regular biweekly Union membership dues established from time to time by the Union and shall pay said amount to the Union on behalf of the employee. The Corporation shall remit this amount to the Union on the Friday following payday. Follow-up adjustments will be made if required.

A 4.2 The Union shall indemnify and save harmless the Corporation from and against any losses, damages, costs or expenses suffered or sustained by the Corporation as a result of any such deduction or deductions from the wages of an employee unless such losses, damages, costs or expenses were suffered or sustained as a result of the negligence of the Corporation.

ARTICLE 5 NOTICES

A 5.1 Every notice, which may be required to be given or served pursuant to this agreement, shall be in writing, dated and signed by the party giving the notice.

A 5.2 Notice to the Corporation may be given or served by personal service on an officer of the Corporation or by sending the notice by registered mail, addressed to the Manager, Employee Relations Department, Human Resources Division of the Corporation, Post Office Box 815, Winnipeg, Manitoba R3C 2P4, or to such other office or to such other address as the Corporation may by notice in writing to the Union designate.

A 5.3 Notice to the Union may be given or served by personal service on the President of the Union or by sending the notice by registered mail, addressed to Canadian Union of Public Employees, Local 998 office, or such address as the Union may by notice in writing designate.

ARTICLE 6 RIGHT OF THE CORPORATION TO INFORM EMPLOYEES

- A 6.1 The Corporation has the right to make and to alter from time to time, rules and regulations to be observed by employees, provided that such rules and regulations do not conflict with the provisions of this agreement.
- A 6.2 The Corporation shall have the right at any time to communicate directly with all employees, collectively or individually, by any means, in order to inform, advise or otherwise establish understanding on any subject of mutual interest. Every effort will be made to provide the Union with a reasonable period of notice in advance of corporate-wide communication.

ARTICLE 7 GRIEVANCE AND ARBITRATION

Grievance

- A 7.1 If a grievance arises, there shall be no suspension of work. The parties recognize the desirability of resolving issues of dispute within the workplace in a timely manner.
- A 7.2 The Corporation recognizes the right of union members to have representation by the Union throughout the grievance process.
- A 7.3 CUPE recognizes the right of Line Management to be accompanied by a member of Human Resources throughout the grievance process.
- A 7.4 No employees shall be members of the Grievance Committee during the settlement of their own personal grievance. However, employees shall have the right to attend any joint meeting or hearing pertinent to their grievance.
- A 7.5 The parties jointly recognize the value in resolving disputes based on the merits of the substantive issues involved.
- A 7.6 In circumstances where it is not possible to process grievances within the specified time limits, they may be varied by arrangement between the parties.
- A 7.7 A permanent transfer will not be made while a grievance is in process and in any case during the first 10 working days following issue of notification to the unsuccessful applicant. An unsuccessful applicant who alleges inappropriate selection, will have 10 working days from the date of notification to lodge a grievance at Step II of the Grievance Procedure.

A 7.8 *Grievance Procedure*

Employee Grievance

A7.8.1 Step I

Employees (individually or as a group) who believe they have a grievance and allege a violation of this agreement, or who believe they have been unjustly treated in the application or interpretation of this agreement, shall first approach their immediate supervisor and attempt to resolve the matter at that level.

A7.8.2 Step II

If settlement is not reached in Step I, the Union Grievance Committee will further review the circumstances of the case and if it considers the grievance still valid, it shall, within 20 working days of the date of the issue giving rise to the grievance (10 working days in the case of alleged inappropriate job selection, suspension, or discharge), submit the grievance in writing to the Employee Relations Department. Employee Relations will arrange a meeting with the appropriate Division Manager within 5 working days following receipt of the completed grievance form, with a meeting to be held within a further ten (10) working days from the date it is scheduled. The Division Manager's decision shall be rendered within 5 working days of the meeting.

In exceptional circumstances and with mutual agreement, the parties may advance the grievance directly to Step III; including the applicable timelines.

A7.8.3 Step III

If settlement is not reached in Step II, the Union Grievance Committee may, within a further 5 working days, inform the Employee Relations Department of its intent to proceed to Step III. A meeting will be arranged with the appropriate Vice-President or a delegate within 5 working days, and the meeting will be held within a further 10 working days from the date it is scheduled. The Vice-President's decision shall be rendered within 5 working days of the meeting.

A 7.9 If the Grievance Committee and the Corporation settle a grievance, which involved the discharge or suspension of an employee, and agree that the employee was unjustly discharged or suspended, the employee shall be reinstated without loss of pay or any other benefits under the terms of this agreement, retroactive to the time of discharge or suspension, provided the

employee affected can prove he or she was willing and able to carry on working throughout the period for which the discharge or suspension was in force.

Policy Grievance

A 7.10 Either the Union or the Corporation shall have the right to initiate a grievance of an alleged violation of a general nature resulting from the application of the terms of this agreement. The article alleged to have been violated must be identified at the time the grievance is submitted.

Such grievances initiated by the Union shall be made to the Manager of Employee Relations Department and such grievances initiated by the Corporation shall be made to the President of the Union, and in either case shall be within 20 working days from the date of the action giving rise to the grievance.

A meeting with representatives of the Union and the Corporation shall be held within 5 working days of receiving the grievance.

In the event settlement is not reached, either party may, within a further 30 working days, submit the grievance to arbitration.

Arbitration

A 7.11 If settlement of any grievance is not reached, then either the Corporation or the Union may submit the matter to arbitration.

A 7.12 Arbitration proceedings shall be instituted by either party serving upon the other a written notice to arbitrate within a period of 30 working days following receipt of the appropriate Vice-President's decision to the grievance at Step III.

A 7.13 Each party shall, within 5 working days of service of the notice referred to in Article A 7.12 appoint a member to a Board of Arbitration. The two members so appointed shall then choose a chairperson. If the members are unable to agree on a chairperson within 10 working days of the serving of said notice, they shall request the Manitoba Labour Board to appoint a chairperson.

A 7.13.1 In order to expedite the arbitration process, the parties agree that they may utilize a single arbitrator rather than a Board of Arbitration.

The parties will meet within 5 working days of the service of notice referred to in Article A 7.12 to discuss the issue and upon mutual agreement, a single arbitrator rather than a Board of Arbitration may be utilized.

If the parties cannot agree to a single arbitrator, they shall request the Manitoba Labour Board to appoint a Chairperson.

- A 7.14 A Board of Arbitration appointed pursuant to Article A 7.13 shall meet and hear evidence from both sides and attempt to issue an award within 30 calendar days after the completion of the hearing of evidence. An award by a majority of the Board of Arbitration or in the absence of an award by a majority, then the award of the Chairperson shall be deemed to be the award by the Board and shall be final and binding on all parties concerned. If the Board of Arbitration does not issue the award within the specified 30 calendar days, either party may request the Minister of Labour of the Province of Manitoba to consult with the parties and the Board of Arbitration for the purpose of expediting the settlement of the grievance.
- A 7.15 The Corporation and the Union agree that each will bear an equal share of the fees and expenses, if any, incurred as a result of the appointment of a chairperson to the Board of Arbitration.
- A 7.16 A Board of Arbitration shall not have any authority to alter or change any of the provisions of this agreement, or to substitute any new provisions in lieu thereof, or to make any award contrary to the terms or provisions of this agreement.
- A 7.17 A Board of Arbitration shall have the authority to determine whether any matter referred to it is arbitrable.
- A 7.18 The parties may, in certain circumstances, mutually agree to act as advocates themselves in the matter, rather than utilizing legal counsel. It is recognized that legal counsel may be consulted but will not present the case at arbitration.

ARTICLE 8 UNION REPRESENTATION, COMMITTEES/MEETINGS

- A 8.1 The Union may elect or appoint a steward from each of the various departments The Union shall provide the Corporation with a list of stewards and others authorized to act on its behalf.
- The Union shall also keep the Corporation informed at all times as to the names of its officers and members who may be appointed or elected from time to time to any executive, grievance or negotiating committee.
- A 8.2 When practicable, meetings between the Corporation and the Union shall be held during regular working hours.
- A 8.3 Subject to the provisions of Articles A 8.4 and A 8.5, employees who are representatives of the Union and who attend meetings held during regular working hours shall be deemed to be carrying on their normal work under this

agreement and shall receive their usual remuneration from the Corporation while in attendance.

A 8.4 When meeting with the Corporation, the number of employees attending as representatives of the Union who are entitled to receive their usual remuneration from the Corporation shall be as follows:

A 8.4.1 In the case of Workplace, Safety and Health Committees, the number of committees and number of representatives from the Union, will be determined jointly.

A 8.4.2 In the case of a grievance, a total of 3 representatives.

A 8.4.3 In the case of a meeting referred to in Article A 8.5, a total of 5 representatives.

A 8.4.4 In the case of negotiations, conciliation, but excluding mediation and arbitration, 9 or less representatives for a maximum period of:

- a) 63 person-days for negotiating a 1 year agreement;
- b) 81 person-days for negotiating a 2 year agreement;
- c) 99 person-days for negotiating a 3 year agreement.
- d) all time spent negotiating a 4 year agreement

A 8.5 For the purpose of discussing matters relating to the administration, application and interpretation of this agreement, joint meetings between representatives of the Corporation and the Union shall be held if requested by either party.

A 8.6 The Union will be notified of all new hires. As soon as possible after employment commences, new employees will undergo an orientation process which will include an information session with the Union.

ARTICLE 9 STRIKE OR LOCKOUT

A 9.1 In compliance with the Labour Relations Act, no cessation of work shall occur through strikes, lockouts, or slowdown during the term of this agreement.

ARTICLE 10 CONTRACTING OUT

The parties recognize that the Corporation has the right to manage its workforce in a manner which will promote efficiency in all operations.

A 10.1 The Corporation recognizes the value of its employees and agrees that when making business decisions regarding contracting out it shall be for sound business reasons.

A 10.2 As an alternative to contracting out, and where practicable the Corporation may hire term employees in a manner specified in Article C 1.15 of the Collective Agreement. Providing they have the qualifications and abilities to perform the work, employees who are currently on lay-off or to be laid off, or prior to exercising their bumping rights will be considered prior to hiring term employees.

A 10.3 The Corporation will notify the Union of any potential contracts for services which may result in any lost positions or redundancies. Such notice will be prior to the contract being tendered and will include pertinent information such as:

- rationale for the contracts for services,
- number of employees or positions affected,
- the duration of the contract,
- if available the tender information.

At the Union's request, the Corporation will schedule a meeting with the appropriate Management representatives to discuss the matter.

A 10.4 The Union will be advised of any renewal or extension of any contract for services identified in Article A 10.3.

A 10.5 When the Corporation engages staff under contract or on loan from other employers to work in positions covered by this agreement, such employment shall not exceed a period of 3 months. This provision does not apply in the case of assignments requiring specialists or where the required skills are not available within the Corporation.

A 10.5.1 Written notice shall be given to the Union, where the contract or loan period exceeds 30 days.

ARTICLE 11 CRIMINAL AND CIVIL LIABILITY

A 11.1 With respect to criminal and civil liability, employees will be covered by the Corporation Policy on Indemnity of Employees.

A 11.2 Affected employees will be advised that they also have the right to Union representation, if desired.

A 11.3 The Union will be notified of any changes to Corporation Policy prior to implementation.

ARTICLE 12 DISCIPLINE, TERMINATION

A 12.1 Employees shall not be terminated or suspended without proper and sufficient cause.

A 12.1.1 Employees shall be informed of their right to have a Union representative present when a letter of warning is issued or suspension or termination is invoked.

A 12.1.1.1 Employees under investigation for alleged misconduct shall be informed of their right to have a Union representative present during an investigation meeting.

A 12.1.2 The Union shall be advised verbally and then in writing of the discipline invoked.

A 12.2 The Union shall be provided with a copy of all letters of warning.

A 12.3 Both parties recognize that the application of the principles of progressive discipline are to be corrective in nature and in practice.

A 12.4 Employees, or the Union with the employee's written permission, shall have the right to have access to the employee's personnel file. Employees shall have the right to respond in writing to documents relating to disciplinary action contained therein and such reply shall become part of the personnel file.

A 12.5 Letters of warning or letters of disciplinary action will be removed from an employee's personnel file after 12 months providing the employee's performance has improved to the satisfaction of the Corporation.

A 12.5.1 The employee will be provided with a written notification and explanation should the Corporation require that the letter of warning be retained beyond 12 months.

Section B – Wages & Pensions

ARTICLE 1 WAGE RATES AND SETTLEMENT PAY

- B 1.1 The salary range and the hourly rate for each respective classification covered by this agreement shall be as set forth in Appendix "A", which is attached hereto and forms part of this agreement.
- B 1.2 The Corporation shall advise the Union of changes in or additions to the classifications that come within the scope of the agreement, and the Corporation shall negotiate with the Union the salary range and hourly rate for such changes or additions.
- B 1.3 The Corporation's existing job family profiles covering the CUPE 998 classifications shall not be modified without prior review with the Union.
- B 1.4 The classifications and rates of pay for work performed by employees shall be in accordance with the Classification Grade Table and Salary Schedule forming part of this agreement.
- B 1.5 If, by virtue of the coming into force of this agreement, the former rate of pay of a classification is reduced, employees in such a classification shall not have their rate of pay reduced so long as they remain in that classification.
- B 1.6 During the term of this agreement, should the Corporation determine that a classification requires an increase in compensation due to external market pressures related to attraction and/or retention, it is agreed the Company and Union shall, in good faith, discuss, negotiate, and implement such mutually agreeable adjustments.

Salary Schedule (Appendix A)

- B 1.7 The Salary Schedule forms part of the general agreement between the Manitoba Hydro-Electric Board and Local Union 998 of the Canadian Union of Public Employees effective January 1, 2013.

The wage rates shown shall be paid to all active employees retroactively to January 1, 2013 on all hours worked including overtime (not applicable as 2013 GWI was 0%). Premium rates that have increased will also be paid retroactively to January 1, 2013 where administratively feasible.

In addition to the foregoing:

- a) Employees who retired or the estate of an employee who died between January 1, 2013 and September 5, 2013 will also receive retroactive pay on vacation and banked vacation payouts and on all sick leave vesting, severance and early retirement allowance payments. (not applicable as 2013 GWI was 0%)
- b) Employees who commenced maternity leave between January 1, 2013 and September 5, 2013 will receive retroactive pay up to the first day of leave and will have their maternity allowance adjusted accordingly, based upon the new wage rates, retroactive to the commencement of their leave. (not applicable as 2013 GWI was 0%)

The salary schedule, effective January 1, 2013, will be escalated during the term of the agreement as follows:

- a) Effective January 1, 2014 – 2.75% general increase for all pay grades.
- b) Effective January 1, 2015 - 2.75% general increase for all pay grades.
- c) Effective January 1, 2016 - 2.50% general increase for all pay grades.

ARTICLE 2 SEVERANCE PAY

- B 2.1 An employee will accumulate 3 days pay for each complete year of service beyond 25 years of service (pro-rated for a partial year of service), payable on resignation, retirement, death or termination, for reasons other than dismissal, at the employee's prevailing basic rate of pay.

Section C – Working Conditions

ARTICLE 1 SENIORITY/EMPLOYEE STATUS

Employee Status

C 1.1 Probationary Employees

All new employees shall be designated "Probationary Employees" during their initial period of employment with the Corporation.

C 1.1.1 The purpose of the probationary period is to assess the employee's qualifications, performance and suitability for continued employment.

C 1.1.2 The probationary period shall extend from date of hire for a period of 13 completed pay periods or for hourly paid employees after 958.1 basic hours worked.

C 1.1.3 An employee who fails to successfully complete the probationary period shall not be continued in employment with the Corporation.

C 1.2 The status definition shall be as follows:

Staff Full-time (basic daily and biweekly hours) on a continuous year round and indefinite requirement basis (including job shares of a staff status job).

Term Required for a specific job or for a specific duration of time.
Refer to C 1.15 for provisions specific to Term status employees.

Part-time Less than normal basic daily and/or biweekly hours on a scheduled year-round basis.

Casual On an as-and-when-required basis (no scheduled daily or biweekly hours of work).

Student Full-time student of a high school, community college or university who is employed on a full-time basis between school terms or employed during the school term in a casual basis. The employee must be currently attending school or be returning to school after the period of employment. Individuals employed under Article E5 - Co-Op Study Programs will be considered students. Refer to C 1.16, E2.8, E2.9, and C2.10 for provisions specific to Student status employees.

Job Share Job sharing is defined as two employees sharing the duties and responsibilities of one position. (See Appendix F for details).

C 1.3 Completion of Probationary Period

An employee shall be deemed to have completed the probationary period in the pay period following completion of 958.1 basic hours of work provided such employee meets the Corporation's requirements with respect to being physically capable of performing the duties of the job, education, experience, performance and other particular requirements related to the position.

C 1.4 If an employee transfers from Staff Status or vice versa, any benefits accrued to such an employee shall be retained, as far as practicable, as of the date of transfer.

C 1.5 An employee shall lose Status immediately following:

C 1.5.1 Resignation.

C 1.5.2 Termination.

C 1.5.3 Failure to report for work following recall after layoff based on either or both of union seniority and required qualifications.

C 1.5.4 Refusal to accept a recall from layoff to their base or equal classification and equivalent working conditions.

C 1.5.5 No recall for re-employment within 26 pay periods after layoff in the case of a Status employee.

Union Seniority

C 1.6 The intent of the parties is to protect, on an interim basis, the job selection opportunities for qualified employees within the CUPE 998 jurisdiction in the absence of reciprocal agreements from the other bargaining units which recognizes service accumulated in all jurisdictions for job selection purposes.

The parties acknowledge that Corporate Service is in the best interests of all parties and therefore agree that in the event that the other Manitoba Hydro bargaining units agree to reduce or eliminate seniority barriers for cross-jurisdictional purposes, the Union will do the same.

C 1.6.1 Only employees covered by this collective agreement who have completed the probationary period as defined in Article C 1.3 shall have union seniority.

- C 1.7 Union Seniority shall be defined as the accumulated service with the Corporation based on basic hours paid, continuous or broken by approved leave of absence or layoff, but not service broken by a termination of employment except as described in Article C 1.13.
- C1.8 Union seniority will be established following 6 consecutive months of service the CUPE 998 jurisdiction (including temporary appointments). It will be established as the employee's total corporate service.
- C 1.9 Employees transferring out of the CUPE 998 jurisdiction will retain their union seniority date for job selection purposes into the CUPE 998 jurisdiction as follows:
- C 1.9.1 Permanent transfer: retained for a period of 36 months from the date of appointment. The employee's union seniority shall not exceed the amount held at the time of leaving the CUPE 998 jurisdiction.
- C 1.9.2 Temporary transfer: Retained indefinitely and will not be adjusted during the period of time the employee is temporarily out of the CUPE 998 jurisdiction.
- C 1.10 Seniority rights of an employee shall be retained and union seniority shall continue to accrue during periods of authorized leave with pay, or when on Workers Compensation.
- C 1.11 Union seniority and seniority rights of an employee on leave of absence without pay in excess of 30 days will normally be held in suspension, without any further accruals, until the period of leave of absence expires. On return from Maternity, Parental and Adoptive leave, employees will be credited with union seniority equal to the duration of the leave.
- C 1.12 Seniority rights shall be forfeited when:
- C 1.12.1 An employee loses status per C 1.5.
- C 1.12.2 At the expiry of approved leave of absence, an employee fails to return to work, unless such failure results from sickness or accident.
- C 1.12.3 An employee fails to respond to recall within a period of 10 working days following a layoff, providing notice of such recall was delivered by registered mail to the last known address of the employee, unless such failure results from sickness or accident.
- C 1.13 Previously accumulated union seniority and corporate service will be reinstated for employees who are rehired within one year of being terminated. The seniority date will be adjusted by the length of time the employee was not employed by the corporation.

C 1.14 The Corporation shall maintain seniority records for employees covered by this agreement.

C 1.14.1 For employees, the list will be published in April of each year and will show employees' classification at the time of publication, the date they entered the classification, their union seniority date and their corporate service. Lists will be published in order, based on union seniority date within the classification.

C 1.14.2 Seniority lists will be provided to the Union and also distributed in the same manner as Employment Circulars.

Term Employees

C 1.15 A "Term" employee will be subject to all terms and conditions of the Collective Agreement, except as follows:

C 1.15.1 A term employee will be terminated at the completion of the term or during the term due to a reduction of workload or completion of a project.

C 1.15.2 The length of employment for a term employee will be determined by:

- a) the specific time frame for the temporary position the applicant is hired for, or
- b) the length of the project the applicant is hired for.

C 1.15.2.1 The Union will be notified of all term employees hired and their length of employment.

C 1.15.2.2 Extensions to the length of the employment of a term employee will require Union concurrence.

C 1.15.3 Term employees will have no rights of layoff, placement, displacement, bumping or recall and will not be eligible to be displaced or bumped.

C 1.15.3.1 Term employees may be terminated to accommodate the placement of laid off employees or redundant employees due to be laid off, who are qualified and have the ability to perform the work.

C 1.15.4 Term employees will not be eligible to exercise the provisions of Article F 4.3 (Personal Leave) of the Collective Agreement.

C 1.15.5 The Corporation and the Union may at any time mutually agree that a term employee cease to be designated as a “term employee”.

C 1.15.5.1 Term employees who have worked in the same position for 24 consecutive months or more with breaks in service of no greater than 2 weeks and who have no discipline for serious misconduct on their personnel file, shall be granted staff status. This will not apply to employees where the initial term of employment was greater than 24 months.

Summer Students

C 1.16 "Student employees" will not accrue corporate service or union seniority toward completion of the probationary period.

C 1.16.1 Students that are converted to staff, term, or part time status shall have their continuous service as a student recognized retroactively back to their last hire date.

ARTICLE 2 HOURS OF WORK

C 2.1 The basic hours of work used to calculate the salary schedules shown in Appendix "A" of this agreement are:

Seven hours and 55 minutes (7.92 hours) daily during a 9-day biweekly pay period, for a total of 73.7 hours biweekly, or 1916 hours annually.

The biweekly pay period will generally consist of 9 regularly scheduled workdays. The first week in a biweekly work period will normally have four regular workdays, scheduled from Tuesday to Friday. The second week in the biweekly pay period will normally have five regular workdays, scheduled from Monday to Friday. There will be exceptions to the above work schedule in pay periods that have a Corporation Holiday (see attached work calendar). Employees are paid 73.7 basic hours bi-weekly (1916 hours annually over 26 pay periods).

Employees working the 9-day work cycle will be entitled to 18 Regular Days Off (RDO) each year, made up of a combination of fixed Mondays off arising from the application of this article, plus additional individual RDOs to be taken at a time mutually agreed between the employee and his/her supervisor.

C 2.1.1 The Corporation and Union agree that in those payroll years when there are 27 pay periods, a further reconciliation will occur to ensure that hours worked (including Corporate Holidays) over that year are equivalent to hours paid. More specifically, the Corporation will

provide employees (in a manner to be decided by the Corporation) with the difference between 79.2 hours worked minus 73.7 hours paid in the 27th pay period.



2013-2014 Corporate Calendar

January 2013							February							March							April						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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13	14	15	16	17	18	19	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
20	21	22	23	24	25	26	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	28	29	30	31	2	3
27	28	29	30	31			24	25	26	27	28			3	4	5	6	7	8	9	10	11	12	13	14	15	16

May							June							July							August						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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12	13	14	15	16	17	18	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	4	5	6	7	
26	27	28	29	30	31		23	24	25	26	27	28	29	30	31												

September							October							November							December						
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8	9	10	11	12	13	14	13	14	15	16	17	18	19	10	11	12	13	14	15	16	17	18	19	20	21	22	23
15	16	17	18	19	20	21	20	21	22	23	24	25	26	17	18	19	20	21	22	23	24	25	26	27	28	29	30
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January 2014							February							March							April						
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12	13	14	15	16	17	18	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
19	20	21	22	23	24	25	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
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LEGEND
 ■ Pay Period Ending □ Corporation Holiday □ Normally Scheduled Monday Off □ Last Pay Period Ending in Fiscal Year
 * Easter Monday observed by IBEW and AMHSSE only. All other eligible employees receive 7.92 hours of vacation credits.



2014-2015

CORPORATE CALENDAR

LEGEND
■ Pay Period Ending
□ Corporation Holiday
* Last Pay Period Ending in Fiscal Year
* Easter Monday observed by B.E.W.
□ Normally Scheduled Monday Off

January 2014

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January 2015

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February

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2015-2016

CORPORATE CALENDAR

DRAFT

LEGEND
■ Pay Period Ending
□ Corporate Holiday
■ Normally Scheduled Monday Off
] Last Pay Period Ending in Fiscal Year
* Easter Monday observed by BEM.

January 2015

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January 2016

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February

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2016-2017

CORPORATE CALENDAR

DRAFT

LEGEND
 ■ Pay Period Ending
 □ Corporation Holiday
 * Last Pay Period Ending in Fiscal Year
 * Easter Monday observed by BEW.
 □ Normally Scheduled Monday Off

January 2016

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November

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December

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January 2017

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February

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March

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April

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Nine (9) Day Work Cycle

- C 2.2 The 9-day work cycle will be a universal plan covering all regular day workers and those employees working a 2-shift operation Monday to Friday, and where practicable those employees working a 3-shift operation Monday to Friday.
- C 2.3 A shift schedule for employees working on a 2-shift basis and 3-shift basis under the provisions of Articles C 3.3 and C 3.4 shall be established in accordance with Article C 3.1.

The conditions of the 9-day cycle are as follows:

- C 2.4 The regular daily hours of work will be 7 hours and 55 minutes. These daily hours shall be worked between 08:00 and 18:40, except for employees working under the provisions of Articles C 2.11, C 2.13 and C 2.15.
- C 2.5 The first Monday of each pay period will be a non-working Monday except for those pay periods that include a Corporation Holiday. There will be no Monday off in a pay period that includes a Corporation Holiday.
- C 2.6 Where service to customers, contact with the public or where job requirements make it necessary to keep offices open, the Corporation will stagger scheduled days off so that not all staff will be off on any one Monday.
- C 2.7 Overtime rates of pay as provided in Article D 1 will apply only to those hours worked in excess of the regular daily hours as set out in Article C 2.4. An employee required to work on her/his scheduled day off will be paid overtime as provided in Article D 1.2.
- C 2.8 During this period, the basic salary for biweekly rated employees will remain constant. Hourly employees will be paid on the basis of hours worked.
- C 2.9 Vacation, bereavement leave, and sick leave credits will be utilized at a rate of 7.92 hours per day.
- C 2.10 Summer students who work 10 days by mutual agreement during any 9 day work period will receive straight time rates for the 10th day. Overtime rates of pay will otherwise apply as noted above.
- C 2.11 Because of the nature of their duties and responsibilities, employees in designated classifications are required as part of their job descriptions, to work irregular hours during weekdays (Monday to Friday, Mondays off to be treated as a normal work day). These employees will work 7.92 hours per weekday; however, the start and end time of these hours can be adjusted by management with two weeks' notice to accommodate business requirements. No overtime shall be paid for the hours of work, so long as the required notice is given and the hours worked do not exceed 7.92 hours per day.

- C 2.11.1 Designated classifications shall be those whose duties and responsibilities regularly require employees to be available to meet with customers outside of normal working hours, including Right-of-Way Agents, Energy Service Advisors, and Marketing Representatives.
- C 2.11.2 Employees who wish to maintain flexibility can, with management approval, continue to exchange time worked for time-off on a straight time basis.
- C 2.12 All hours shall relate either to system time or local time, whichever in the opinion of the Corporation is best suited to system operation.
- C 2.13 Employees, temporarily assigned or transferred to a department or division where the hours of work differ from those to which they have been accustomed, shall work the regular hours set for the department or division to which they have been temporarily transferred or assigned. Any additional hours worked to meet the new schedule shall be paid for at the basic hourly rate.
- C 2.14 When either the Corporation or a group of employees affected consider it desirable to establish a workday, a work week or a work schedule other than those described in this Article, any such changes shall only be made following mutual agreement between the Union and the Corporation.
- C 2.14.1 The Corporation, with the Union's input, will establish a consistent process and criteria when evaluating the merits of any alternative work schedule proposal put forward by the Union.
- C 2.15 Where feasible and practical, employees may request flexibility in starting and finishing times within certain limits. Requests will be made in writing to the employee's supervisor. The supervisor's decision will be provided in writing, and will include reasons if the request is denied. Requests will not be unreasonably denied.
- C 2.15.1 Employees' work schedules must meet the operational requirements of their work area as determined by their supervisor.
- C 2.15.2 The "core hours" of work for all full-time employees will be 9:00 a.m. to 3:30 p.m. (excluding lunch).
- C 2.15.3 Employees may commence their workday between 7:00 a.m. and 9:00 a.m. and end their workday at/or between 3:30 p.m. and 5:30 p.m. (reflecting standard hours of work of 7 hours and 55 minutes per day, 9 days biweekly).

- C 2.15.4 Employees will receive an unpaid meal break of not less than ½ hour and not greater than 1 hour.
 - C 2.15.5 Employees shall be allowed a rest period of 15 minutes in the morning and in the afternoon, within a period established in the department in which they are employed.
 - C 2.15.6 Subject to the approval of their supervisor, employees will designate their daily starting and finishing times, which will normally remain in effect on an ongoing basis. From time to time, employees may vary their start/finish times, but are expected to keep their supervisor aware of such changes.
 - C 2.15.7 Employees may, with reasonable notice, revert back to normal working hours in accordance with Article C 2.4 when a flexible work arrangement is no longer necessary or desirable.
- C 2.16 When employees request to work additional hours in excess of the daily hours of work outlined in Article C 2.4 as compensation for prearranged leave, they may, with approval of their supervisor, work up to a maximum of 40 hours per week (including the regular hours of work). Such exchange will be on an equal time basis and not on a rate of pay basis.

Gillam Hours of Work

- C 2.17 The basic daily hours of work for Gillam employees will be 7 hours and 21 minutes (7.35 hours).
- C 2.17.1 The biweekly pay period will consist of 10 regularly scheduled working days, Monday to Friday inclusive, with the exception of pay periods in which a Corporation Holiday occurs. The average biweekly hours will be 73.7 hours.
 - C 2.17.2 Overtime will apply after 7 hours and 21 minutes per day, and employees will work 1.5 hours guaranteed overtime per day, resulting in total daily hours of 8 hours and 51 minutes (8.85 hours).
 - C 2.17.3 Corporation Holiday pay for hourly paid employees will be on the basis of 7.92 hours per day.
 - C 2.17.4 Paid absences such as vacation and sick leave will be charged on the basis of 7.35 hours per day.

ARTICLE 3 SHIFT EMPLOYEES

- C 3.1 Shift employees are those, who because of the nature of their work, perform daily duties during regularly scheduled hours on either a 3-shift or a 2-shift basis. A 3-shift basis is recognized as a night, day and evening shift. A 2-shift basis will normally be a day and evening shift. Employees will work shifts according to a shift schedule, which will be established by the Corporation, as necessitated by the job.
- C 3.1.1 Night shifts shall be defined as those shifts in which the major portion of hours worked occurs between 24:00 and 08:00.
- C 3.1.2 Day shifts shall be defined as those in which the major portion of hours worked occurs between 08:00 and 16:00.
- C 3.1.3 Evening shifts shall be defined as those in which the major portion of hours worked occurs between 16:00 and 24:00.
- C 3.2 An employee whose hours of work are not arranged according to a shift schedule shall not be known as a shift employee.

Three-Shift Operation

- C 3.3 Seven hours and fifty-five minutes (7.92 hours), exclusive of lunch periods, shall constitute a shift and therefore a day's work for a shift employee, when such time is not worked as overtime.
- C 3.3.1 Pay for 3-shift employees shall be calculated on the basis of straight time for 7 hours and 55 minutes (7.92 hours) with the applicable rate of overtime applying to all hours worked in excess of the basic 7 hours and 55 minutes (7.92 hours).

Two-Shift Operation

- C 3.4 Seven hours and fifty-five minutes (7.92 hours), exclusive of lunch periods, shall constitute a shift and therefore a day's work for a shift employee, when such time is not worked as overtime.
- C 3.5 Shift premiums shall be paid as follows to shift employees when such time is worked as an assigned shift and not as overtime:
- C 3.5.1 An hourly shift premium of \$1.22 shall be paid to employees required to work between the hours 16:00 and 08:00 on Monday to Friday, inclusive.

- C 3.5.2 An hourly shift premium of \$3.45 shall be paid to employees required to work between the hours 00:00 and 24:00 on Saturdays, Sundays and Corporation Holidays.
- C 3.5.3 Shift premiums do not apply to employees who work a regular day shift, flexible hours or modified work schedules.
- C 3.5.4 Employees are not entitled to “double up” on shift premiums. Employees working past 16:00 on the weekend are only eligible for the weekend shift premium.
- C 3.5.5 Employees are not eligible for shift premiums when working overtime or taking paid leave as follows:
- Corporate Holidays (float days)
 - Lieu days
 - Sick leave or family responsibility leave
 - Bereavement leave
- C 3.5.6 Employees are eligible for shift premiums when being paid vacation.
- C 3.6 Shift premiums will be escalated at a rate and time coincident with general wage increases in each year of the collective agreement (starting January 1, 2014).

ARTICLE 4 DISCRIMINATION AND HARASSMENT FREE WORKPLACE

- C 4.1 The Corporation will endeavour to provide a work environment in which all employees are treated equitably and respectfully, and are NOT subjected to discrimination, harassment, or any other conduct which undermines a person's dignity and worth.
- C 4.1.1 Discrimination and harassment are defined in P597 - Discrimination and Harassment Free Workplace.
- C 4.2 The Corporation will NOT knowingly exercise, practice or condone any discrimination, harassment, reprisal, restriction, interference, or coercion of or by its employees based upon characteristics that include: ancestry, including colour and perceived race; nationality or national origin; ethnic background or origin; religion or creed, or religious belief, religious association or religious activity; age; sex, including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy; gender-determined characteristics; sexual orientation; marital or family status; source of income; political belief, political association or political activity; physical or mental disability or related characteristics or circumstances - The parties acknowledge that discrimination

in employment may be justified if it is based upon bona fide and reasonable requirement for the employment or occupation.

C 4.2.1 The parties agree that there shall be no discrimination or harassment on the basis of membership or activity in the Union.

C 4.3 Without restricting the generality of this Article the parties have agreed to the following investigation procedures and resolution:

1. Under this procedure, a complaint of harassment or discrimination shall be made in writing to the Investigation Officer.
2. In lodging a complaint, the employee may be accompanied by a representative of the Union or any other person they choose. All complaints and inquiries shall be treated in confidence.
3. The timeframe for filing a complaint shall be within 6 months of the alleged harassment or, where the alleged harassment or discrimination is of a continuing nature, within 6 months of the last alleged instance.
4. The Investigation Officer will not disclose the name of a complainant or the circumstances related to the complaint, except where disclosure is necessary for the purposes of investigating the complaint or for taking disciplinary measures.
5. Upon receiving a written complaint, the Investigation Officer shall determine whether the incident(s) on which the complaint is based would fall within the definition of harassment or discrimination as defined in this procedure. If, in the opinion of the Investigation Officer, the incident would not constitute harassment as set out in this procedure, the Investigation Officer will advise the complainant and discuss the basis for this decision. A written confirmation will be sent to the complainant.
6. If, in the opinion of the Investigation Officer, the incident(s) constitutes harassment or discrimination as set out in this procedure, the Investigation Officer will:
 - a) Advise the respondent of the complaint that has been received.
 - b) Initiate an investigation that will include interviews with the complainant and the respondent, interviews with any witnesses, and a review of any documentation. The complainant, respondent and witnesses may be accompanied during the interview by a representative of

their appropriate bargaining unit/association, or any other person they choose.

- c) Determine whether or not the complaint has been sufficiently substantiated to justify further action. The Investigation Officer may dismiss a claim where the complaint is frivolous or vexatious and/or the evidence in support of the complaint is insufficient. The complainant and/or the respondent shall be notified in writing of the disposition of such a complaint.

- 7. The Investigation Officer is responsible for and has authority to investigate a complaint, bring the investigation to a timely resolution, and report findings to the Division Manager, Human Resources.
- 8. Where the findings indicate that the termination or transfer of an employee is appropriate, the Division Manager, Human Resources, will make a recommendation to Senior Management. Senior Management will respond to the recommendation within 10 working days.
- 9. Where the findings indicate that disciplinary action other than termination or transfer is appropriate, the Division Manager, Human Resources, will make a recommendation to the appropriate level of line management. Management will have 10 working days to respond to the Human Resources Division Manager's recommendation.
- 10. The Investigation Officer shall notify both the complainant and the respondent on the date that a recommendation is made to management, but not of the content of the recommendation. Both the complainant and respondent shall be notified in writing as to the course of action to be taken to resolve the complaint. Such notification shall be made within 15 days from the date the original recommendation went forth to management.

C 4.3.1 No employee, by initiating or participating in the procedure, will have surrendered or waived any right to file a grievance pursuant to this collective agreement or to file a complaint with the Manitoba Human Rights Commission.

C 4.3.2 When an employee files a complaint of harassment or discrimination with the Manitoba Human Rights Commission, information contained in the confidential files of the Investigation Officer may be disclosed, pursuant to the provisions of the Manitoba Human Rights Code.

C 4.4 The Union and the Corporation jointly encourage employees to report all instances of harassment or discrimination through this procedure.

- C 4.5 An employee who has filed a complaint may request that they cease immediate contact with the alleged harasser. The Corporation will make every reasonable effort to accommodate the request providing:
- a) that the Investigation Officer be allowed to make an immediate determination of the situation and provides a substantiating report to the Division Manager, Human Resources Division; and
 - b) The Division Manager, Human Resources, be given the time required to advise the appropriate Vice-President of the necessity of the action.
- C 4.5.1 In accommodating the request, the Corporation may determine that the complainant or the respondent will be re-assigned. The re-assigned employee will do so, without loss of pay, until:
- the complaint is investigated and resolved or;
 - the alleged source of harassment or discrimination is removed or;
 - the complainant retracts their request .
- C 4.6 A grievance may be lodged under this Article where it is alleged that the Corporation has not properly discharged its obligation to provide employees with a work environment free from harassment or discrimination. The timeframe for filing a complaint shall be within 6 months of the alleged harassment or discrimination or, where the alleged harassment or discrimination is of a continuing nature within 6 months of the last alleged instance.
- C 4.6.1 If the person who would receive the grievance at any step is alleged to be involved in the harassment or discrimination, the grievance may be initiated at the next higher step.
- C 4.7 An Arbitrator shall have the authority to recommend a remedy and shall be guided by the decisions and practices of the Manitoba Human Rights Commission in resolving Sexual Harassment complaints. The authority of the Arbitrator shall be equivalent to the authority of an "adjudicator" as established under the Manitoba Human Rights Code.
- C 4.8 The Corporation's Guideline (P597) regarding Discrimination and Harassment Free Workplace will not be changed without consultation of the Union.

ARTICLE 5 SCHOOLS AND TRAINING

- C 5.1 When employees are invited to attend a Corporation sponsored school, all or part of which is outside of normal working hours, they shall receive straight pay for normal hours of work only. There will be no additional pay for extra hours of school or travel.
- C 5.2 When employees are enrolled in a course of studies outside the Corporation, they may be allowed to make suitable arrangements with their immediate supervisors to work hours in excess of the regular workday in order to attend day lectures at an institute of learning for up to a maximum of 3 hours per week, plus travelling time. Should a specific course include a laboratory period in conjunction with the day lectures, then additional time off not exceeding 3 hours plus travelling time per week may be arranged. In any event, the total time off during any workday shall not exceed 3 hours plus travelling time and will only be granted for those courses not available outside normal working hours. These provisions will be subject to the workload conditions in the specific department affected.
- C 5.3 Where employees request and receive Corporate approval to attend a conference or seminar, all or part of which is outside of normal working hours, they shall receive straight pay for normal hours of work only. There will be no additional pay for extra hours of attendance or travel. They will be reimbursed for registration, and where required, travel and accommodation costs in accordance with, Article H 1.1
- C 5.4 Where employees are required, as part of their job, to attend mandatory training including conferences, seminars, or sponsored school, all or part of which is outside of normal working hours, they shall receive pay at the applicable overtime rates for travel on the first and last day of the assignment. Employees who choose to commute home daily or on weekends are not eligible for compensation or travel time for the additional commute time.
- C 5.4.1 Mandatory Training is defined as:
- a) training required and directed by the Corporation, or
 - b) necessary for employees to perform the duties of their current job, or
 - c) normally the result of technological, regulatory, organizational, or policy changes.

ARTICLE 6 EMPLOYMENT EQUITY

- C 6.1 The parties agree to work co-operatively to identify and remove systemic barriers to stable long-term employment in order to facilitate equitable participation of qualified women, persons of Aboriginal ancestry, persons with disabilities, and members of visible minority groups in Manitoba Hydro's workforce.
- C 6.2 The posting of all positions as provided in Article E 1 is contingent upon this Employment Equity language remaining in effect.
- C 6.3 The parties will discuss, with the aim of reaching mutually acceptable solutions, such employment equity issues that may arise.
- C 6.4 The Union will suspend the posting and selection procedure of the collective agreement in favour of the following arrangement:
- a) Union and Management will establish a joint advisory committee of equal representation which will develop placement criteria for this program.
 - b) The Corporation will identify to the committee, vacant positions which it proposes be filled through this program.
 - c) The Corporation will provide the Committee with information on the Corporation's ongoing efforts to facilitate employment equity and will exchange information concerning recruitment practices, selection standards, working conditions and training.
 - d) The Corporation, in consultation with the Union, will, through this committee:
 - i) Establish the number of vacancies to be utilized for employment equity.
 - ii) Establish specific time frames where the appointment to the position is of a temporary nature.
 - iii) Develop a procedure to rotate employment equity positions to ensure that a job is not permanently or indefinitely removed from the Union's job pool.
 - iv) Receive input from the Union concerning members of the Union who might qualify for inclusion in the program.

- e) Individuals may be hired who can perform only a portion of the duties of a classification. The parties agree to establish a rate of pay which will reflect the work the applicant is capable of performing. Any further salary adjustments will require bargaining unit concurrence.

Pre-Placement Training Programs

- C 6.5 The general purpose of pre-placement training programs is to provide on-the-job training and orientation to prepare employment equity designated group candidates for entry-level positions and training programs. The training period will be dependent upon the nature, extent and rate of growth of the trainee's job-related skills. There will be no guarantee of employment beyond the pre-placement training. Dependent upon requirements, trainees may be hired for regular employment in accordance with established hiring practices for the various classifications.
- C 6.6 Participants in a program will be a supplement to Manitoba Hydro's normal work force requirements.
- C 6.7 With the exception of the initial period of job readiness training (to be determined at the inception of the program), participants will normally work the hours and schedule established for the location and the work group to which they are assigned.
- C 6.8 All terms and conditions of the collective agreement will apply to the participants with the following exceptions:
 - a) Time accumulated during pre-placement training will not count toward completion of probationary periods or union seniority except that:
 - i) If a participant successfully completes a program and, within 12 months after completion is employed in a related job or accepted into a related regular training program, the participant will receive credit for the time spent in the program for the purpose of completing the probationary period and union seniority accrual.
 - b) If a participant successfully completes a program and, within 12 months of completion is employed in a related job or accepted into a related regular training program, the participant may receive credit for time spent in the program for the purpose of future progression. The amount of credit will be determined by the circumstances of the specific program.

- c) Participants will be paid an appropriate hourly rate of pay during the entire pre-placement training. The rate will be determined by the circumstances of the specific program.
- d) Participants will not be subject to displacement or bumping under the terms of Article 12 of the Collective Agreement during the pre-placement training.

On-The-Job Training Programs

- C 6.9 The parties agree to work cooperatively in removing systemic barriers to employment for all employment equity groups through on-the-job training programs.
- C 6.10 Bargaining unit concurrence will be required for any new programs being initiated.
- C 6.11 Each program will provide for up to 6 hourly term employees with each requirement to be for a period of up to 1 year effective upon the date of hire.
- C 6.12 Individuals employed under these programs will be subject to the terms and conditions of the Collective Agreement between CUPE Local 998 & Manitoba Hydro with the following exceptions:
 - 1. As the programs are dependent upon the funding received, individuals employed under these programs will not be subject to displacement or bumping under the provisions of Article 12 of the Collective Agreement for a period of 1 year from the date of hire. Individuals employed under these programs shall not accrue union seniority with respect to bumping and/or displacing other Manitoba Hydro employees during the 1 year term.
 - 2. Any union seniority accrued during employment with Manitoba Hydro for employees in these programs shall be recognized for job selection purposes, however, prior to any appointment to temporary positions without posting during the term, concurrence must be received from the Union.
 - 3. If employees in these programs have not secured alternate employment during their 1 year term, their employment will be terminated following expiration of their 1 year term.
 - 4. Following the expiration of the program and provided that employees in these programs have not secured permanent employment, they shall be given first consideration for any vacancies for which they are qualified, ahead of external applicants. This consideration shall extend for 12 months beyond the expiry of the program.

5. The Union will be notified prior to any individuals commencing employment under these programs and any placements following their initial term.

Section D - Inconvenience

ARTICLE 1 OVERTIME

- D 1.1 It shall be the responsibility of employees to maintain their normal work at a satisfactory state of completion at all times.
- D 1.2 All overtime work shall be paid for at the rate of 2x, except as noted in Articles C 2.11, C 2.13, C 2.15, Articles D 1.3, D 1.10.1, Articles H 2.2, H 2.3, H 2.5, H 2.7, H 2.8, and Articles C 5.1, C 5.2 and C 5.3.
- D 1.3 In order to bring work to a suitable conclusion, as a convenience to an employee and where an employee is away from their headquarters zone and where direct supervision is not available, an employee may elect to continue working for a maximum of 6 hours, including travel time beyond normal working hours, in which case the employee will be paid for the 6 hours or any portion thereof at basic (straight time) rates.
- D 1.4 Overtime is time worked by an employee during hours which are not scheduled as their regular working hours except as outlined in Article D 1.3.
- D 1.4.1 When employees are required to report to work a second or more times in a workday because of overtime, transportation expenses will apply.
- D 1.5 An employee who has worked overtime shall not be laid off to equalize such overtime.
- D 1.6 It is understood that an employee will work such overtime and perform such work as the Corporation may deem necessary to maintain efficient operations and render appropriate service in connection with its obligations to supply electric power on a continuing basis. However, it is also understood that the Corporation will not unreasonably deny a request from an employee to be excused from an overtime work assignment, nor discriminate against an employee who requests to be excused from an overtime work assignment.
- D 1.7 Unless specifically provided in this agreement, premium rates of pay will not be compounded.

D 1.8 An employee who, because of a call-out or overtime, has not had 8 hours rest in the 8 hour period prior to normal working hours shall be granted either time off without loss of pay beginning at the normal starting time equivalent to the shortfall of rest time, or when requested, will continue to work these hours at 2x the basic rate of pay plus straight time for the amount of time that the rest period overlaps normal working hours, after which it shall revert to basic (straight time) rate of pay.

D 1.8.1 It is the intent of the parties to this agreement to provide the rest time but where this is not possible in an emergency, the major consideration shall be the safety of the employee.

D 1.9 When employees are not notified of cancellation of overtime prior to the normally scheduled quitting time on the regular workday preceding the overtime requirement, they shall be paid for 2 hours at the basic (straight time) rate. When employees are not notified of cancellation of overtime and they report to work, they shall be paid two hours at double time.

Banking of Overtime

D 1.10 With prior approval, an employee may elect to bank overtime hours worked and credit these hours to an "overtime bank" for the purpose of receiving leave of absence with pay at a future date, working conditions permitting. Overtime will be accumulated in the "overtime bank" at the hour value that it is earned, i.e., 2x for 1 hour is equal to 2 basic hours in the bank. The maximum amount of time to be credited to the bank during a vacation year is 80 hours.

D 1.10.1 When the "overtime bank" is fully credited and an employee who is requested to work overtime chooses to exchange work for time off, or time off for work, such exchange shall be at a mutually agreed time on an equal time basis, and not on a rate of pay basis. Arrangements for such time off shall be confirmed within 30 calendar days.

D 1.10.2 In the event the employee is instructed to take the time off in lieu of pay, such time off will be on a rate of pay basis and not on an equal time basis.

D 1.10.3 Banked overtime will be taken at a time mutually agreeable to the employee and the Supervisor, normally in units of not less than 1 hour.

D 1.10.4 On request, an employee may have the total overtime bank balance, or any portion thereof, paid off at the employee's current basic rate of pay.

D 1.10.5 When all banked overtime cannot be taken during a vacation year, an employee may carryover the remaining overtime credits to the following vacation year. Where working conditions permit, the employee may bank and utilize an additional 80 hours in the following vacation year providing the total of outstanding carried over and currently banked credits at no time exceeds 80 hours.

Overtime Meals

D 1.11 Employees who are required to continue working 3 hours or more after their normal quitting time and are not allowed sufficient time to return to their residence for a meal, will be eligible for a meal and meal break. Where employees are required to continue working beyond the initial 3 hours, they will be eligible for an additional meal and meal break at 3 hour intervals of continuous work thereafter.

D 1.12 Employees who report to work a second or more times on a work day, or are performing overtime work on a normal day of rest during what would be normal working hours of a normal workday, will be eligible for meal reimbursement and meal break following the initial 4 hours of continuous work and at 3 hour intervals of continuous work thereafter.

D 1.13 The Corporation will normally be responsible to provide meals. When a meal is not provided by the Corporation and employees purchase a meal, they will be reimbursed for the actual cost of the meal on a reasonable cost basis (receipts may be required).

D 1.13.1 Where it is not practical or feasible to provide or purchase a meal (e.g. system emergency, customer power restoration, meal facilities not readily available, etc.), employees will be provided with an allowance equivalent to the lunch meal rate in Article H 1.4 (subject to taxation via payroll deduction).

D 1.14 When employees do not leave the work site and the meal break does not exceed ½ hour, the meal break period will be considered as time worked at the overtime rate of pay.

ARTICLE 2 CALL-OUT AND STANDBY

Call-Out

D 2.1 A call-out shall be defined as overtime work for which notification is not given in advance of an employee's normally scheduled quitting time on the last normal working day prior to the overtime requirement.

- D 2.1.1 In the case of an employee who is called out for work on a normal day of rest and is advised at the time of the notice that the work is due to take place during what would be normal working hours of a normal workday, Article D1.13.1 and D 1.14 will apply following the initial 4 hours of continuous work.
- D 2.1.2 If employees are called out to perform overtime work more than 2 hours prior to normal starting time and the work overlaps normal working hours, they will be eligible for a meal, provided they are not allowed sufficient rest time to return to their residence for a meal.
- D 2.2 Employees called out to perform overtime work, within a defined period of time (see Article D 2.2.3), shall receive:
- D 2.2.1 "Initial call-out" within a defined period of time - not less than 3 hours pay at 2x his/her basic rate.
- D 2.2.1.1 If the "initial" call-out occurs within 3 hours of the start of the regular workday, an employee will receive overtime from the actual time of the call-out up to the commencement of the regular workday.
- D 2.2.2 "Subsequent call-out" (second or more call-out) within a defined period of time - not less than 1 hour pay at 2x his/her basic rate for each subsequent call-out within the defined period.
- D 2.2.2.1 If the "subsequent" call-out occurs within 1 hour of the start of the regular workday, an employee will receive overtime pay from the actual time of the call-out up to the commencement of the regular workday.
- Note:** *If an employee is already entitled to overtime pay up to the commencement of the workday as a result of a first call-out, the "subsequent" call-out will not result in additional pay.*
- D 2.2.3 On a weekday, the "defined period of time" is the time between the conclusion of the employee's scheduled working hours through to what would be the normal starting time of the following day. On the weekend, the "defined period of time" is a 24 hour period from 8 a.m. to 8 a.m.
- D 2.3 If employees are required to use their own vehicle to travel to and from the job site, assigned work location, or assembly point in response to a call-out they will be entitled to reimbursement for the use of their personal vehicle at the prevailing Corporation Policy (Guideline 552A) Unassigned Vehicle rate for travelling on Corporation business for the actual distance travelled on the most

direct road route between the locations involved (minimum of \$2.50 per callout). If an employee's principal residence is outside of the headquarters zone, reimbursement will not apply to the distance travelled outside of the headquarters zone boundary or established travel zone.

StandBy

D 2.4 An employee directed to be available for work outside normal hours of work will be eligible for standby pay for non-working hours.

D 2.4.1 Working Day

Working day standby shall consist of all non-working hours from the completion of work on that day up to the normal starting time of the following day or up to what would be normal starting time on a day of rest or Corporation holiday. The working day standby rate will be \$31.95 per day.

D 2.4.2 Non-Working Day

Non-working day standby shall consist of all hours commencing at what would be normal starting time during an employee's day(s) of rest, including Corporation Holidays, through to what would be normal starting time of the following day or normal starting time of the next normal workday. The non-working day standby rate will be \$61.35 per day.

D 2.4.2.1 If a Corporation Holiday falls during an employee's standby period, the employee will be eligible for an additional day off with pay (or a half-day in the case of Christmas Eve) at a time to be mutually agreed between the employee and his/her supervisor.

The lieu day can be taken anytime prior to the expiration of the fiscal year, at a time mutually agreed between the supervisor and employee, or be cashed out at anytime. If it is not used, it will automatically be cashed out at the end of the fiscal year.

D 2.4.3 The working day and non-working day standby rates will be escalated at a rate and time coincident with general wage increases.

D 2.5 Standby rates of pay will apply in addition to appropriate rates of pay for call-outs and during periods of planned overtime work.

D 2.6 Standby duty will normally be scheduled and posted with 5 days advance notice; however, in an emergency situation, the notice period shall be waived.

- D 2.6.1 An employee assigned to standby duty without 5 days notice, will receive pay at 1½ times the basic standby rate for each day the notice period is short of 5 days and then revert to basic standby rates.
- D 2.7 It is understood that employees will make themselves available for standby duty as the Corporation deems necessary; however, it is also understood that the Corporation will not unreasonably deny a request from employees that they be excused from standby duty.
- D 2.7.1 An employee wishing to be relieved from standby duty for reasons other than scheduled vacation, sickness or family emergency, must arrange for a qualified replacement to be approved by the immediate supervisor.

Payment for Resolving Technical Problems without Reporting to Work

- D 2.8 Employees who resolve technical problems over the telephone or by other forms of electronic communication which would otherwise have necessitated a call-out and the employee reporting for work (with the exception of Help Desk staff), will be paid as follows:
- D 2.8.1 The employee will be paid a minimum of 1 hour of pay at overtime rates.
- D 2.8.1.1 If there are additional calls received during the 1 hour minimum period, payment for additional calls will not apply.
- D 2.8.1.2 If the time spent actually extends beyond one 1 hour, overtime will be paid for actual time spent.
- D 2.8.1.3 If an employee receives a call out in accordance with Article D 2.2 during the 1 hour minimum period, the 3 hour call out will not be compounded upon the 1 hour minimum. The minimum 3 hour call out will be considered to have commenced at the time of the initial call.
- D 2.8.2 Except as provided in this article, an employee must report to the job site or assigned work location in order to qualify for overtime in accordance with Article D 2.2 of the Collective Agreement.
- D 2.8.3 This arrangement must have received prior approval from the employee's supervisor.

D 2.9 Help Desk staff assuming stand-by duties will receive, in addition to the normal stand-by premium, a biweekly allowance based on 15 hours at overtime rates. This biweekly allowance replaces all other call-out pay.

D 2.9.1 Help desk staff will not be eligible to claim for resolving technical problems over the telephone under Article D 2.8, and will not be eligible to bank call-out time.

D 2.9.2 If an employee on stand-by does not, for any reason, assume stand-by duties for the full biweekly pay period, the allowance will be pro-rated accordingly.

ARTICLE 3 TELECOMMUTING

Definition

D 3.1 Telecommuting: An employee who, on a periodic basis, during his/her scheduled work hours, fulfils his/her job responsibilities at a work site other than his/her primary work location.

Telecommuting Principles

D 3.2 Telecommuting is a co-operative arrangement between an employee and his/her Supervisor and each case will be reviewed on a case by case basis.

D 3.3 Telecommuting is based on:

- a) the needs of the job, employee, work group and the Corporation;
- b) the employee's past and present levels of performance.

D 3.4 Jobs suitable for telecommuting are characterized by having clearly defined tasks and work products, measurable work activities, and minimal special equipment requirements.

D 3.5 An employee's performance is measured by output or results achieved.

D 3.6 The terms and conditions of employment with the Corporation and the Collective Agreement still apply.

D 3.7 Each telecommuting arrangement is voluntary and jointly agreed to by the Supervisor, employee and Union by signing a Telecommuting Agreement which may be terminated at any time normally with 2 weeks notice by the supervisor or employee.

Telecommuting Equipment

- D 3.8 In each telecommuting arrangement, the supervisor and employee determine the need for telecommuting equipment. The employee normally provides all telecommuting equipment including telephone, computer and internet connection.

Exception: *The Corporation will provide telecommuting equipment if justified based on the needs of the Corporation and the nature of the work assignment.*

- D 3.9 If the supervisor determines that the employee should have Corporate-owned equipment or a high-speed internet connection at his/her off-site location, the equipment or basic service may be provided with the Department Manager's approval. If approved, the installation, repair and maintenance of telecommuting equipment becomes the Corporation's responsibility. The supervisor tracks the equipment's use in meeting the department's specific goals.

Section E – Appointments, Promotions and Reclasses

ARTICLE 1 JOB POSTINGS

General

- E 1.1 Travel allowances, when on temporary assignments, will apply as per Article H 1.
- E 1.2 When a vacancy or new position is created within the scope of this agreement and is required to be filled, it will be advertised by means of an Employment Circular, copies of which shall be forwarded to the Union at time of posting.
- E 1.2.1 During the month of April in each year, all bargaining unit positions in effect at that time for each work location shall be posted by the Corporation.
- E 1.2.1.1 The Union will be notified of any planned changes in positions or where delays in posting beyond the normal 30 calendar days are anticipated. The Union will also be notified of any cancellations of postings.
- E 1.3 In all cases, Management continues to retain absolute discretion as to whether a position is required to be filled.
- E 1.4 Posting of vacant positions will not be required for:
- a) Application of the Workforce Adjustment Strategy and/or placement, displacement, bumping and recall provisions of the collective agreement,
 - b) Employment Equity hiring initiatives consistent with Article C 6.
 - c) Those positions where the Corporation may, with prior concurrence of the Union, confirmed in writing, fill the vacancy by appointment or an additional selection from the applicants to an existing circular.
- E 1.4.1 The posting of Input Positions is conditional upon the continued application of Article C 6 - Employment Equity. Should either party exercise its right to revoke the agreement on Employment Equity, the posting of Input Positions and Full-Time Hourly Requirements will cease and the positions identified as exceptions in Appendix "A" will no longer require posting.

- E 1.5 The closing date for acceptance of applications for positions advertised in an Employment Circular shall normally not be less than 12 calendar days after the date of publication of the Circular, except as provided for in Article E 1.12.1
- E 1.6 An employee shall be entitled to bid for such positions or vacancies by means of written application submitted to Business Unit Employment Advisor.
- E 1.6.1 Applications will be accepted up to 30 calendar days after the closing date or when a selection is made, whichever is earlier.
- E 1.6.2 In cases of sickness, vacations or other extenuating circumstances, applications will be accepted providing the selection has not been made.
- E 1.6.3 An employee on authorized leave identified in Articles F 4.1, F 6.1, F 6.7 and F 6.11 or on layoff as per Article I 2.2, may, upon request prior to their leave of absence, receive a listing of posted Employment Circulars via the Hydrogram. This request would be made through the Business Unit Employment Advisor.
- E 1.7 While any employee may make application for any position, the existence of an application shall not restrict the Corporation in its right of selection and the Corporation may, subject to Articles E 2.1, E 2.1.1 and E 2.1.2, reject any or all applications received.
- E 1.8 An applicant who applies for a position advertised by Employment Circular shall normally be notified as to the decision reached within 45 calendar days of the closing date.
- E 1.8.1 Under special circumstances, notice to the applicants may be extended to 60 calendar days after the closing date of the circular.
- E 1.9 The Union Office will be provided with the following written information on applicants to positions in the CUPE 998 jurisdiction advertised by an Employment Circular:
- a) in the case of positions where the senior applicant is not selected, the names of all employees who applied for the positions, and
 - b) a brief explanation of why applicants with more seniority were not selected, and
 - c) the name of the successful applicant for all positions.

Temporary Appointments

Permanent Vacancy

E 1.10 Vacant positions will normally be posted and a selection made within 3 months.

E 1.10.1 The Corporation retains the right to temporarily fill a vacant position for less than 12 months by appointment without posting, under the following conditions:

- a) At the time the appointment is made, the Corporation will notify the Union of any such appointment where the duration is 7 months or more; and
- b) At the 9th month, the Corporation will:
 - i) post the position; or
 - ii) notify the Union that the position is no longer required; or
 - iii) request Union concurrence to extend the duration of the temporary appointment beyond 12 months.

E 1.10.2 Consequential vacancies will be filled, if required, by Management appointment.

Temporary Vacancy

E 1.11 Where a staff status position is temporarily vacant for a period of less than 12 months, the Corporation may appoint an employee to the position without posting.

E 1.12 Where the staff status position is temporarily vacant and it is known the duration will be 12 months or more, it will be posted as a temporary vacancy.

E 1.12.1 The closing date for acceptance of applications for staff status positions temporarily vacant will be 7 calendar days after the date of publication of posting.

E 1.13 Consequential vacancies will be filled by Management appointment.

E 1.14 An employee who attains a temporary position, for 2 years or less, shall return to her/his former position at the expiration of the temporary appointment providing the former position still exists. If the former position no longer exists, the employee shall be placed in a comparable position. (See Appendix G for guidelines on holding a base position. Union agreement will be sought for any changes to the guidelines that would negatively affect employees.)

E 1.14.1 Where an employee is successful in applying for a temporary assignment, they will not be prohibited from applying for another temporary position; however, the employee will be considered only if a further assignment can be accommodated by her/his former Department.

E 1.14.2 If the selected applicant to a temporary posting is not available or is unable to be released, the selecting officer may make a further selection.

Special Assignments

E 1.15 Special assignments are defined as work requirements that are non-routine and non-recurring in nature and which are separate from the employee's regular duties.

E 1.15.1 Management may appoint employees to special assignments and will notify the Union in writing of any such appointments and the expected duration.

E 1.15.2 Consequential vacancies of 12 months or more will be posted.

E 1.15.3 Consequential vacancies of less than 12 months may be filled by appointment.

Maternity Leave

E 1.16 Management recognizes the potential training and development for employees due to Maternity Leave absences, and as the intended absence is known in advance, Management will post, as required, all Maternity Leave vacancies.

E 1.16.1 Consequential vacancies will be filled by appointment.

E 1.16.2 Recommended salary treatment will begin the day the employee taking Maternity Leave vacates her position.

Input Positions

E 1.17 The Corporation will post vacant input positions subject to Article E 1.4.1.

E 1.17.1 To be eligible for the above postings, employees must have been in their current position for a minimum period of 12 months except:

- a) for hourly employees with a minimum of 1 year of service;
- b) for an employee in an input position who applies on a position which is a promotion;
- c) where they have been transferred laterally to their present position at the request of the Corporation; or
- d) where they have been transferred laterally to their present position for compassionate or health reasons.

E 1.17.2 The Corporation maintains the right to fill summer student positions by appointment.

Special Placements

E 1.18 The Corporation and the Union agree to the establishment of a joint advisory committee for special placements of employees covered by this agreement when:

- a) returning from extended absences due to sick leave, long term disability, Workers Compensation Board claims and approved personal leaves where the Corporation is committed to re-employ the employee.
- b) requesting transfer or relocation for compassionate reasons.
- c) requiring placement due to job redundancy.

E 1.18.1 For the special situations above, where a placement would be for 12 months or longer, the Corporation would apply the following procedure:

- a) the Corporation would develop a recommended placement which best suits the individual's ability and qualifications against the available jobs.
- b) a "Recommendation for Placement" would be taken before the joint Union/Management advisory committee for review and input, prior to the Corporation making an assignment.

- c) the Corporation would provide this committee with a report listing the existing vacancies available for consideration for special placements, and a record of special placements made and their durations.
 - d) the Union will maintain the right of waiver of posting.
- E 1.18.2 For a special placement of less than 12 months, the Corporation will appoint the employee to a position and will notify the Union in writing of such placements.
- E 1.18.3 The Corporation will have discretion as to whether relocation expenses will apply, and advise the Union of the decision prior to implementation.

Project Work Job Selection

- E 1.19 Where there is a Special Assignment due to a large project (a year or more) which is non-routine and non-recurring in nature, the protocol for staffing such large projects will be as follows:
 - E 1.19.1 All CUPE 998 project positions of 1 year or more will be posted under the terms and conditions of the collective agreement.
 - E 1.19.2 Union seniority will only be a factor in job selection providing qualifications, ability to perform the job, and past performance are equal.
 - E 1.19.3 Selections will not be grievable nor be arbitrable under the terms and conditions of the collective agreement.
 - E 1.19.4 An employee who has not been successful on the posting of a position may appeal the selection under the following process:
 - a) Within 30 days of receiving an appeal request, an Appeal Board will be convened to hear the appeal.
 - b) The Appeal Board will consist of a Chairperson being a Division or Department Manager from another area, a departmental representative and a CUPE Local 998 representative and will hear submissions from the parties.
 - c) A majority decision will be made within 5 working days of the appeal hearing and will be final and binding.

ARTICLE 2 SELECTIONS, APPOINTMENTS AND PROMOTIONS

- E 2.1 In keeping with the Corporation's policy of promotion from within, the Corporation shall, when selecting a suitable applicant to fill a vacant position listed in Appendix "A", recognize qualifications, union seniority, and ability sufficient to perform the job as posted.
- E 2.1.1 Provided employees are able to meet the requirements of Article E 2.1, the employee with the earliest union seniority date shall be given first consideration for the vacant position.
- E 2.1.2 If the response to a position vacancy fails to provide an applicant meeting the requirements of Article E 2.1, the Corporation shall then fill the vacancy with the most qualified internal applicant available who, at the manager's discretion, is within 12 months of meeting the minimum requirements. Should no candidate be identified within 12 months of being qualified, the manager may select externally, appoint another qualified employee to the position, or reclassify the position in which case it shall be re-bulletined.
- E 2.2 Upon being advised that they are the successful applicant for an advertised vacant position, employees shall be prepared to relocate to a place and at a time designated by the Corporation.
- E 2.2.1 Moving time and allowance will be those established from time to time by the Corporation and such information will be made available to the employee concerned.
- E 2.2.2 The effective date for new rates will be as follows:
- a) The day on which the incumbent starts the duties of the new position, or,
- b) The day immediately following the first complete pay period after the notification, if the corporation defers the transfer.
- E 2.3 When the selection to an advertised vacant position is a promotion for the employee who is the successful applicant, and he or she has at least the minimum qualifications required for the new position, such employee shall not be paid less than the minimum rate established for the position.
- E 2.3.1 One pay grade Promotion - If the minimum rate for an advertised vacant position is less than or equal to the rate the successful applicant was receiving prior to appointment to the advertised vacant position, the employee's rate shall be increased by 5%, provided that such increment does not establish a rate in excess of the maximum for the position to which he or she was appointed.

- E 2.3.2 Two or more pay grade Promotion - If the minimum rate for an advertised vacant position is less than or equal to the rate the successful applicant was receiving prior to appointment to the advertised vacant position, the employee's rate shall be increased by 5% at time of promotion, provided that such increment does not establish a rate in excess of the maximum for the position to which he or she was appointed. In addition, the successful applicant will receive an additional 5% increase for each pay grade moved beyond one, subject to satisfactory performance and provided that such increment(s) does not establish a rate in excess of the maximum for the position to which he or she was appointed. The additional promotional increase(s) will apply after 958 hours of service from the initial promotional increase and 1916 hours of service thereafter, as applicable. Subsequent adjustments will be in addition to any other salary progression the successful applicant may be eligible for.
- E 2.4 Applicants who are not fully qualified and have been selected for a position, shall, for a period of time, be paid at a rate not less than 10% below the minimum rate for the position, on the understanding that this rate of pay will be subject to review by the Corporation at the end of each 6 month period thereafter until employees attain the minimum qualifications for the position at which time they will be paid at least the minimum rate of the classification providing they are able to satisfactorily perform the duties of the position. Normally, no employee shall be paid less than the minimum rate for the position for a period longer than 1 year.
- E 2.4.1 Where an employee's present salary is equal to or above the minimum rate of pay for the higher classification:
- a) Employees will normally be transferred laterally and retain their present salary and review date.
 - b) Management may grant a 5% promotional increase to recognize the additional duties and responsibilities performed if an employee is capable of performing the majority of the duties and responsibilities of the higher classification. When considered qualified, employees will receive salary treatment consistent with that afforded employees qualified at time of promotion. These additional increases shall not compound on promotional adjustments received since the time of promotion.
- E 2.5 Within a Division the Corporation reserves the right to fill a vacant position by lateral appointment (without posting an Employment Circular) on the understanding such appointments will only be made with the employee's approval and involve only employees having the same classification or salary

range as the vacancy. The employee, upon transferring, will retain present salary and review date. The Corporation will notify the Union of the name of those employees appointed.

- E 2.6 Although any employee may apply for an advertised vacant position, which would result in a lateral transfer, applicants will not necessarily be considered if they have been in the present position less than 12 months, unless they have been transferred laterally to the present position at the request of the Corporation.
- E 2.7 Employees moving temporarily into a position maintain their current status. Employees moving permanently into a position assume the status of the new position.

Summer Students

- E 2.8 The parties agree that "students" who require no specific University or Community College academic discipline to perform the duties of the job, will be classified as a "Student" and paid at the CUPE student rate.
- E2.9 Students who require a specific University or Community College discipline to perform the duties of the job will be classified appropriately and paid in accordance with the Salary Table of the Collective Agreement (see Appendix A).

ARTICLE 3 TEMPORARY APPOINTMENTS

- E 3.1 Employees who, at management's direction, temporarily assume the majority of the duties of a higher classified position, and who meet the minimum qualifications for the position, will receive salary treatment in accordance with Articles E 2.3, E 2.3.1, and E 2.3.2 Such temporary appointments will normally be of at least one day's duration.
- E 3.2 Employees temporarily appointed to a higher classified position who do not meet the minimum qualifications for the position, and whose present salaries are below the minimum rate of pay for the position, will receive salary treatment in accordance with Articles E 2.4 and E 2.4.1.

ARTICLE 4 INCREMENTS AND RECLASSIFICATION

Increments

- E 4.1 For the purpose of salary progression, all employees will be assigned an annual or semi-annual review date (as designated in Appendix "A"). The review date will be established upon hire as the first calendar day of the month and will be revised as outlined in E 4.4. In addition, an employee's review date will be revised if they are at the maximum of their current pay grade and move into a position in a higher pay grade. The new review date would be established as the first calendar day of the month that they move into the higher pay grade position.
- E 4.2 Each employee who is not at the maximum of their pay grade and who has shown adequate proficiency during the period under review shall be eligible for a salary increase (hereinafter called an "increment") on their review date.
- E 4.2.1 Employees will progress within their pay grade, on their review date, at 5% increments (except those classifications listed in Appendix "A" as Trainees and Students.
- E 4.2.2 The period under review in the case of an employee receiving a semi-annual increment shall be the 6 month period immediately prior to the employee's review date. The classifications eligible for 6 month reviews are those referred to in Article E 2.4 and those designated in Appendix "A".
- E 4.2.3 The period under review in the case of an employee receiving an annual increment shall be the 12 month period immediately prior to the review date.
- E 4.2.4 Increments for hourly paid employees will be based on regular hours worked subject to semi-annual (958 hours) or annual (1916 hours) reclassification limits.
- E 4.3 Employees who have not demonstrated the required proficiency during the period under review shall be so warned at least 4 pay periods before the review date, and shall not receive an increment unless, in the opinion of the Corporation, there has been sufficient improvement since the said warning to warrant giving the increment and the Corporation is entirely satisfied that such improvement is likely to continue.
- E 4.3.1 If the increment is withheld, a further review will be made 4 pay periods after the regular review date and if an increment is still not warranted, the Corporation may take appropriate corrective action.

- E 4.4 Employees who are eligible to receive a semi-annual or annual increment shall have their review date adjusted as follows:
- E 4.4.1 In the case of personal leave of absence without pay, the review date will be adjusted by the amount of time that the personal leave exceeds 30 consecutive calendar days.
 - E 4.4.2 In the case of Layoff, Workers Compensation Leave, Sick Leave and Maternity Leave, an employee who has an annual review date will have their review date adjusted by the amount of time exceeding 90 consecutive calendar days.
- E 4.5 If employees who are entitled to receive a semi-annual increment have been absent from work for a period in excess of 2 pay periods, such employees shall not be eligible for an increment until they have completed 5 months service from their last review date.
- E 4.6 If employees who are entitled to receive an annual increment have been absent from work for a period in excess of 3 pay periods, such employees shall not be eligible for an increment until they have completed 11 months service from their last review date.
- E 4.7 Absence for the purpose of Articles E 4.5 and E 4.6 above shall include all time off work with the single exception of the employee's regular annual vacation.
- E 4.8 Increments within a salary range shall be effective from the commencement of the pay period in which the employee's review date falls.

Reclassification

- E 4.9 The classifications covered by this agreement shall be as set forth in Appendix "A" attached hereto, and any amendments made thereto from time to time. Classifications will have a corresponding Job Family Level as agreed to with the implementation of the Job Family Profiling (JFP) job evaluation system and the associated Salary Structure.
- E 4.10 The reclassification of a position shall be governed by the Corporation's assessment of the duties to be performed and the corresponding qualifications required. This assessment will be made using Manitoba Hydro's job evaluation system.
- E 4.11 Employees shall have the right to request a review of their position if there is a clearly defined change in their duties and responsibilities. Such a request shall be made through a Job Level Review (step 1) and, if necessary, a Job Level Appeal (step 2).

E 4.11.1 Job Level Review (Step 1) - Should an employee (or a group of employees) request a review of their position, they will be required to prepare a complete review package of their position(s) and submit the package to their Supervisor or Manager. Should the request be made by a group of employees, a designated spokesperson will be chosen to represent the group. The spokesperson will submit the request for review to his or her supervisor on behalf of the whole group.

Job Level Appeal (Step 2) - An employee may choose to appeal the outcome of the review. They can initiate the appeal by completing an appeal form and submitting the form, along with the original job level review package, to the Manager, Human Resource Services, Human Resources Division with a copy to the Union. Upon receipt of the appeal the following process will be initiated:

- a) Human Resources will assess whether there is sufficient documented information to continue with the appeal. If not, the employee will be asked to re-submit the appeal with additional supporting documentation.
- b) The employee will receive notification of receipt of the appeal request within 10 days. (A copy of this notification will also be sent to the bargaining unit.)
- c) The employee will be given the opportunity to present their case to an Appeal Committee which comprises one member from each bargaining unit or employee group, one HR representative, and one line management representative. The employee's manager (or delegate), and the union rep will also attend.
- d) The appeal hearing will:
 - Review the information provided by the employee.
 - Review any relevant documentation.
 - Open the hearing for comments and questions.
 - Be heard within one year of receiving the completed appeal request.

The Corporation will endeavour to provide the President of CUPE with a status update on any Reclassification that is delayed beyond six months.

- e) Based on the following criteria, the Appeal Committee will decide whether there is enough information to support changing the employee's pay grade level:

- Has the employee demonstrated why the proposed pay grade level best fits their job?
 - Has the employee given specific examples to illustrate their reasoning?
 - Is there supporting documentation or evidence to support the argument?
- f) The Chair of the Appeal Committee will notify the employee in writing of the Committee's decision, and the reasons for it, within 10 days of the hearing.
- g) The Appeal Committee decision will be by consensus, and will be final and binding.
- E 4.12 When employees are reclassified to a higher level position due to position review/appeal, salary treatment shall be in accordance with Article E 2.3, retroactive to the date of request for reclassification.
- E 4.13 It shall not be necessary to advertise a position, which had been reclassified to the benefit of the incumbent.
- E 4.14 When a position is reclassified, the employee in that position, and the Union, shall be advised in writing by the immediate supervisor or Manager. The employee and the Union shall be provided with a copy of the revised job description.

ARTICLE 5 CO-OP STUDY PROGRAMS

- E 5.1 Individuals employed under this program will be classified at the appropriate hourly paid classification and will be subject to the terms and conditions of the Collective Agreement with the following exceptions:
- E 5.1.1 These employees will not be subject to displacement or bumping under the provisions of Article I 2 while they are employed under this program.
- E 5.1.2 These employees will not accrue union seniority or corporate service with respect to Personal Leaves of Absences – Article F 4; or with respect to placement, bumping or displacing other Manitoba Hydro employees – Article I 2; or with respect to applying on job postings – Article E 1; or with respect to the completion of the probationary period – Article C 1.
- E 5.1.3 Following the expiration of the temporary work experience, it is agreed by both parties that their employment with Manitoba Hydro will be terminated.

E 5.1.4 Any outstanding benefits or allowances owing will be paid on termination of employment.

E 5.1.5 The Union will be notified of all individuals employed under this program.

Placements in the Engineering discipline

E 5.2 This program will provide temporary work experience opportunities for a maximum of 6 third year University students, each no more than 16 months duration.

Placements in the Information Technology discipline

E 5.3 This program will provide temporary work experience opportunities for a maximum of 8 University or Community College students, each no more than 6 months duration.

Placements in the Business discipline

E 5.4 This program will provide temporary work experience opportunities for a maximum of 15 University students, each opportunity no more than 8 months duration.

Section F – Time Off

ARTICLE 1 CORPORATION HOLIDAYS

F 1.1 For the purpose of this agreement the following days shall be recognized as Corporation Holidays. The dates in parentheses indicate the date the holiday is observed for rotating shift employees:

- | | |
|--|---|
| * New Year's Day (Jan. 1 st) | * Labour Day |
| * Louis Riel Day | * Thanksgiving Day |
| * Good Friday | + Remembrance Day (Nov. 11 th) |
| * Victoria Day | # Christmas Eve (half day) (Dec. 24 th) |
| * Canada Day (July 1 st) | * Christmas Day (Dec. 25 th) |
| Civic Holiday | Boxing Day (Dec. 26 th) |

* Holidays for which an employee may be eligible to receive payment in accordance with the Employment Standards Act.

+ Remembrance Day is subject to the provisions of the Remembrance Day Act and will be observed on the day it occurs.

Christmas Eve holiday will be observed on the last working day prior to Christmas Day commencing either 4 hours after the employee's normal starting time for employees working 7.92 hours or after completing the first half the regularly scheduled shift for all other employees.

F 1.1.1 In lieu of Easter Monday as a Corporate Holiday, eligible employees will have one day (7.92 hours (pro-rated for part-time employees)) added to their vacation credits.

Any employee wishing to take Easter Monday as a vacation day will be guaranteed that day off.

F 1.2 If an additional holiday is proclaimed for the general public by the Government of Manitoba or the Government of Canada, it shall be recognized as a Corporation Holiday.

F 1.3 When a Corporation Holiday, except Remembrance Day, occurs on a Saturday or Sunday, the Corporation Holiday shall be observed on a working day or working days designated by the Corporation immediately prior to or following the weekend.

F 1.4 When a Corporation Holiday coincides with a scheduled day of work for employees, such employees shall be granted leave of absence with pay in observance of Corporation Holidays. To be eligible, employees must have

received pay on their last scheduled working day prior to and their first scheduled working day following the Corporation Holiday, unless on authorized leave of absence.

F 1.5 When a Corporation Holiday coincides with an employee's normal day(s) off, i.e. shift employees, and they are not required to work that day, they shall be granted leave of absence without loss of salary at a mutually agreed time or a day's salary at basic rate in lieu of the holiday, except for:

F 1.5.1 Employees who work less than full-time hours and the holiday does not occur on what would have been a scheduled day of work, will receive holiday pay based on their total hours worked in the previous 30 calendar days prior to the holiday divided by the number of working days available in the same period.

F 1.5.2 When Remembrance Day occurs on a Saturday or Sunday, an employee, if eligible, shall have one day (7.92 hours) added to their vacation credits.

F 1.5.3 Employees required to work on Remembrance Day when it falls on a Saturday or Sunday will receive pay at 2x basic rate for all hours worked. In addition, they shall have one day (7.92 hours) added to their vacation credits.

F 1.5.3.1 Employees who work less than full time hours will receive holiday pay for Remembrance Day based on Article F 1.5.1.

F 1.6 Employees who are terminated by the Corporation, on lay off, or are on authorized leave of absence without pay of less than 30 calendar days, and who have worked 15 days in the 30 day period immediately prior to a Corporation Holiday referred to in Article F 1.1, are eligible to receive one day's pay at basic rate in lieu of the holiday. Eligibility will not apply to employees who resign or voluntarily terminate their employment or who are on leave of absence without pay in excess of 30 calendar days with the Corporation.

F 1.7 Employees required to work on a Corporation Holiday will receive, in addition to basic salary (if eligible):

- a) pay at 2x their basic rate for all hours worked, or
- b) straight time pay, plus time off without loss of pay at a mutually agreed time equivalent to the hours worked on the Corporation Holiday.

In either case, total compensation will not exceed 3x basic rate.

ARTICLE 2 VACATIONS

- F 2.1 The vacation accrual and utilization year shall be from the beginning of the pay period, which includes April 1st of one year to the end of the last complete pay period in March of the following year.
- F 2.2 Utilization of vacation will normally take place in the vacation year following that in which it was accrued.
- F 2.3 An employee shall accumulate vacation credits on basic (straight time) hours paid while at work and/or on leave with pay in accordance with the following vacation accrual schedule:

VACATION ACCRUALS *(in 24 pay periods)*

YEARS OF SERVICE	BENEFIT CREDIT DAYS	VACATION DAYS	VACATION HOURS	ACCRUAL RATE PER HOUR
0 - 2.999	5	10	118.80	0.0672
3 - 9.999	5	15	158.40	0.0896
10 - 19.999	5	20	198.00	0.1119
20+	5	25	237.60	0.1343

Details on the allotment of Benefit Credits are provided in Appendix C.

- F 2.4 If a Corporation Holiday falls within an employee's vacation period, an extra day off in lieu of the holiday will be granted, to be taken at a time to be arranged between the employee and the Corporation.
- F 2.5 Employees shall submit their preferred vacation dates to their supervisor for approval. Union seniority shall be recognized as a factor when vacation requests conflict, but senior employees shall not automatically receive preferred vacation periods.
- F 2.6 Vacation shall not normally be accumulated from year to year, however, an employee may carry over up to 20 days of vacation. In such event, employees must recognize that vacation scheduling with carryover balances will be subject to peak workload and peak vacation requirements.
- F 2.7 When an employee's vacation period includes one or more paydays, the employee may, on written request, receive vacation pay on the payday immediately prior to the first day of vacation. Requests must be made at least 10 calendar days prior to the payday on which the vacation pay is to be received.

- F 2.8 Employees will not normally be recalled from vacation, however in the event an employee is recalled to work during a scheduled vacation or is not notified of vacation deferment prior to the completion of work on the last regular day of work prior to commencing scheduled vacation, pay will be at twice basic rate of pay for all work performed for the duration of the recall to work assignment, but not exceeding a period equal to the scheduled vacation and will then revert to basic rate of pay. As mutually agreed, the employee may either defer the scheduled vacation or have vacation with pay run concurrent with the recall to work assignment.
- F 2.9 Summer students will have their vacation accrual earnings paid out on each biweekly pay cheque at the rate of 0.0620 hours pay per regular hour worked.
- F 2.10 Employees have the option to cash out basic vacation credits up to twice per year and up to an annual maximum of 79.2 hours.
- F 2.10.1 For vacation cash-out requests, payment will occur on the earliest possible payday following the request.
- a) The cash payment is based upon the employee's prevailing rate of pay.
 - b) The cash payment will not be considered pensionable earnings.

ARTICLE 3 SICK LEAVE

- F 3.1 Sick leave is provided for the sole purpose of insuring an employee of a continuing income during periods of bona fide sickness.
- F 3.2 Sick leave credits shall be accumulated on basic hours paid when an employee is at work or on authorized leave with pay other than sick leave. Sick leave credits will not be accumulated when the employee is on leave without pay. An employee shall accumulate sick leave credits as follows:

SICK LEAVE ACCRUALS *(in 25 pay periods)*

Pay Periods of Service	Sick Leave Credits (Days)	Sick Leave Credits (Hours)	Accrual Rate Per Hour
≤ 64	18	142.56	0.0773
> 64	26	205.92	0.1118
Maximum allowable accrual	246	1948.32	

- F 3.3 Employees on authorized sick leave shall be paid at the employee's basic rate of pay during the time of sickness, for the maximum number of hours in the employees' regular workday had they not been absent on account of sickness.
- F 3.4 Employees shall notify their immediate supervisor or other designated officer of their division of their sickness or inability to perform regular duties as soon as practicable on the first day of absence or inability, indicating the reason for and the probable duration of such absence or inability.
- F 3.5 If employees fail to notify the Corporation of their absence due to sickness or inability to perform regular duties, they shall not receive payment for sick leave unless they can show to the Corporation's satisfaction that they were unable to give notice, or that they made a bona fide but unsuccessful attempt to do so on the first day of absence and on successive days of absence.
- F 3.6 The Corporation may require employees who claim they have been absent because of sickness to furnish a certificate by a duly qualified medical practitioner certifying their inability to attend to regular duties.
- F 3.7 If employees fail to furnish a medical certificate when requested, their absence from work may be considered as unauthorized and consequently without pay.
- F 3.8 The Corporation reserves the right to determine at any time, in consultation with a medical authority and the employee, the necessity for sick leave and the capability of an employee to return to work.
- F 3.9 If an employee requires or desires medical attention, which is not of an emergency nature but is or may be necessary to safeguard future health, the Corporation may grant a request for sick leave with pay provided that the request for such leave is made at least 2 working days in advance of the date on which leave is required.
- Employees will attempt to schedule non-emergency medical and dental appointments during their scheduled days off.
- F 3.10 An extension of sick leave beyond the period of sick leave credits accumulated by an employee shall be at the discretion of the Corporation.
- F 3.11 Employees shall have the right to return to the position held prior to going on sick leave or another comparable vacancy at any time up to the date on which their accumulated sick leave credits are exhausted, provided they are judged capable of resuming employment.
- F 3.12 When employees return to work after being on sick leave, they shall resume the accumulation of sick leave credits at the same rate as such credits were being accumulated immediately prior to such sick leave.

- F 3.13 When employees are transferred from a classification not covered by this agreement to a classification which is covered by this agreement, they shall retain whatever sick leave credits they may have accumulated to the date of transfer. If such sick leave was accumulated on an hourly basis, it shall be converted on the basis applicable prior to transfer and from the date of transfer such employees shall accumulate further sick leave credits in the manner provided by this agreement.
- F 3.14 Employees who have a work-related illness/injury that was accepted by the Workers Compensation Board, but whose benefits were discontinued as per Section 39 of the Workers Compensation Act, will not be entitled to use sick leave for that same illness/injury.
- F 3.15 Sick leave credits shall automatically be forfeited when an employee loses status.
- F 3.16 If an employee becomes ill or injured during a vacation and would have been unable to work for at least 5 calendar days, or if the employee is hospitalized during a vacation, the employee shall be allowed to utilize sick leave credits for the working days during which the employee would have been unable to work. The employee must provide the Corporation with written documentation, from a qualified medical practitioner, verifying they would have been unable to work during this time because of a bona fide medical condition.
- F 3.17 If an employee is off work due to an injury sustained from a motor vehicle accident, he/she cannot claim Manitoba Hydro sick leave credits and receive Income Replacement payments from Manitoba Public Insurance Corporation for the same period of time. The employee will continue to receive sick pay in return for a commitment to remit all MPI Income Replacement payments to the Corporation.

ARTICLE 4 PERSONAL LEAVE OF ABSENCE

- F 4.1 The Corporation may grant reasonable leave of absence without pay to an employee for special reasons upon receipt of a written request submitted to the employee's immediate supervisor.
- F 4.2 An employee who is granted leave of absence without pay for a period of 30 calendar days or less shall return to the position held immediately prior to going on leave, except in the case where an employee requests Personal Leave for Family Responsibility reasons. In these cases, the maximum length of time the position will be held would be 6 months.
- F 4.2.1 Personal Leave for Family Responsibility reasons will not be normally used to extend maternity, parental or adoptive leaves.

- F 4.3 An employee may be granted Personal Leave without pay for personal reasons for a maximum period of 2 years. Personal Leave exceeding 30 days must be recommended by a Division Manager for approval.
- F 4.3.1 An employee must have continuous service exceeding 7 years duration to qualify for the maximum period.

An employee with less than 7 years continuous service will have the period of leave without pay prorated on the following basis:

$$\frac{\text{years of continuous service}}{7 \text{ years}} \times 104 \text{ weeks} = \text{total weeks leave}$$

Note: Round off to the nearest week.

- F 4.3.2 An employee will retain bidding rights on internal job postings for the length of approved Personal Leave on the provision that the employee must be available for work within a reasonable time frame.
- F 4.3.3 The number of Personal Leaves granted to an employee during the employee's career will be at the discretion of the Division Manager, Human Resources.
- F 4.4 Corporate service, union seniority, and service related benefits accrued by an employee up to the commencement of approved leave of absence without pay will normally be held in suspension, without any further accruals, until the period of leave of absence expires, except as provided for in Article F 6.6, F 6.10, and F 6.13.
- F 4.4.1 During periods of leave of absence other Maternity and Parental leave, an employee may, where practicable, make special arrangements to carry contributory benefits during the period of leave.

ARTICLE 5 LEAVE FOR UNION BUSINESS

- F 5.1 Requests by the Union that an employee be granted leave of absence for the purpose of transacting Union business shall be given priority consideration and where such leave is granted, it shall be without pay and for such period of time as may, in the opinion of the Corporation, be considered reasonable and permissible under system operations.
- F 5.1.1 For the purpose of this article, Union business will include full or part time work as a representative or officer of the Union or a labour organization with which the Union is affiliated, including attendance at schools, conferences, and conventions.

- F 5.2 Requests for leave of absence for periods of up to 30 calendar days for the purpose of transacting Union business shall be submitted with as much notice as possible on a form supplied by the Corporation and will be subject to Departmental approval. Minimum notice requirements will be as follows:
- F 5.2.1 Requests for leave for periods of 3 days or less shall be submitted at least 2 working days in advance of the time leave is desired.
- F 5.2.2 Requests for leave for periods exceeding 3 days but not exceeding 30 calendar days shall be submitted at least 2 weeks in advance of the time leave is desired.
- F 5.2.3 On request by the Union, the Corporation shall, during the period of leave of absence, continue to pay employees as if they had remained at work, but will bill the Union for all wage and benefit costs paid to or on behalf of employees on leave as well as any added cost of replacing employees during the period of leave of absence.
- F 5.3 Requests for leave of absence for periods exceeding 1 month but not exceeding 3 years for the purpose of transacting Union business shall be submitted in writing to the Division Manager, Human Resources for approval at least 2 weeks in advance of the date leave is required.
- F 5.3.1 Retention of employee benefits, including union seniority, and the continuation of contributory benefits during the period of leave will be as provided in Articles F 4.4 and F 4.4.1.
- F 5.3.2 During a period of leave, employees will remain eligible to apply for posted vacant positions with the understanding that if selected they must be available when required by the department.
- F 5.4 An employee returning to work within 6 months will return to the position held immediately prior to going on leave. If the job no longer exists, they shall return to a comparable position with not less than the same wages and benefits.
- F 5.5 In the event the leave extends beyond 6 months, an employee may return to the position held immediately prior to going on leave, if that job is available; if not, they will be placed in an existing vacancy for which they are qualified.
- F 5.5.1 Employees who are not reinstated in their former position or in a comparable position on return from leave of absence will receive preferential consideration for promotion, if qualified, to the first suitable and available vacancy at the level of their former position.
- F 5.6 Employees must advise the Corporation at least 2 weeks in advance of their intended return date.

ARTICLE 6 MATERNITY, PARENTAL, ADOPTIVE LEAVE

Maternity Leave

Eligibility:

F 6.1 Leave of absence without pay shall be granted to a pregnant employee providing that:

- a) the employee has successfully completed the required probationary period with the Corporation;
- b) the request for leave is submitted in writing to the appropriate supervisor, 4 weeks prior to the intended leave of absence date; and
- c) the employee provides a signed statement requesting maternity leave, including the expected delivery date of the child.

F 6.1.1 An employee who does not submit a request for leave, is nevertheless entitled to, and upon application to the immediate supervisor, shall be granted, the leave to which they are entitled under Article F 6.2, F 6.3, and F 6.4 or such portion thereof as has not yet expired at the time the application was made.

Duration:

F 6.2 Maternity leave shall consist of up to 17 weeks.

F 6.2.1 The maternity leave may be taken in a period to begin no earlier than 17 weeks prior to the anticipated delivery date and to end no later than 17 weeks following the actual date of birth. In the event the actual date of delivery occurs after the date specified on the medical certificate, the maternity leave shall be extended by the period between the actual date of delivery and the anticipated date of delivery.

F 6.3 If the Corporation and the employee's doctor require an employee to begin maternity leave prior to or during the 17 weeks prior to the expected date of birth due to medical reasons, the employee may elect to utilize sick leave benefits up to the date of birth.

F 6.3.1 An employee who is not on maternity leave and delivers a stillborn child or who miscarries, shall have the following options:

- a) utilize sick leave credits, or
- b) be placed on maternity leave provided the employee qualifies for maternity leave employment insurance benefits. The employee will be required to work once she is able to, but no later than the termination of her maternity leave.

F 6.4 Upon completion of maternity leave entitlement, the employee who wishes to resume her employment shall be reinstated by the Corporation to the position occupied by her at the commencement of maternity leave or in a comparable position with not less than the same wages and benefits.

F 6.4.1 The employee must advise the Corporation at least 4 weeks in advance of her intended return date.

F 6.4.2 The Corporation is not required to reinstate an employee who remains absent from work for a period longer than that specified in Articles F 6.2.1 and F 6.3, except as provided in Article F 6.8.

Maternity Leave Plans:

F 6.5 Employees who qualify for maternity leave may apply for such leave without pay in accordance the Maternity Leave Plans included in Appendix B.

Benefits and Service:

F 6.6 Employees who are on approved Maternity Leave shall have all benefits and service held in suspension during the period of approved leave. On return from leave, an employee will be credited with corporate service and union seniority for the full duration of the leave, and up to a maximum of 17 weeks for the following specified service related benefits:

- a) sick leave and/or sick leave vesting credits;
- b) basic vacation credits;
- c) northern vacation credits if the employee was accruing immediately prior to and immediately following the leave;

- d) long service recognition vacation credits; and
- e) severance pay credits

Parental or Adoptive Leave

Eligibility:

F 6.7 An employee will be eligible for parental or adoptive leave provided that:

- a) the employee becomes the natural parent of a child or assumes actual care and custody of his or her newborn child; or for the adoptive parents, the employee adopts a child under the law of a Province. The employee may be required to furnish proof of adoption; and
- b) the employee has successfully completed the required probationary period with the Corporation;
- c) the request for leave is submitted in writing to the appropriate supervisor, a minimum of 4 weeks prior to the intended leave of absence date.

Duration:

F 6.8 Parental or Adoptive Leave shall consist of a period up to 43 continuous weeks in accordance with the following:

- a) Parental leave must commence prior to the first anniversary date of the birth or adoption of the child, or on the date in which the child comes into the actual care and custody of the employee.
- b) A natural mother electing to take Parental Leave in addition to maternity leave as provided in Articles F 6.2 and F 6.3 will normally commence Parental Leave immediately on expiry of maternity leave. With Manitoba Hydro approval, the parental leave may be taken at a future date but must commence prior to the first anniversary date of the birth of the child.
- c) An employee who does not submit a request for leave in accordance with Article F 6.7 is nevertheless entitled to, and upon application to the immediate supervisor, shall be granted, the leave to which they are entitled under Article F 6.8 or such portion thereof as has not yet expired at the time the application was made.

F 6.9 Upon meeting the requirements and receiving the entitlements provided in Article F 6.8, the employee who wishes to resume employment following the leave of absence shall:

- a) Advise the Corporation at least 4 weeks in advance of the intended return date.
- b) Be reinstated by the Corporation in the position occupied by the employee prior to commencement of leave or in a comparable position with not less than the same wages and benefits.

F 6.9.1 The Corporation is not required to reinstate an employee who remains absent from work for a period longer than specified in Article F 6.8.

Benefits and Service:

F 6.10 Employees who are on approved Parental or Adoptive Leave (except for Adoptive Mothers – see Article F 6.11) shall have all benefits and service held in suspension during the period of approved leave. On return from leave, an employee will be credited with corporate service and union seniority for the full duration of the leave, and up to a maximum of 12 weeks of the following specified service related benefits:

- a) basic vacation credits;
- b) northern vacation credits if the employee was accruing immediately prior to and immediately following the leave;
- c) long service recognition vacation credits; and
- d) severance pay credits.

Adoptive Mothers

Eligibility & Duration:

F 6.11 Adoptive mothers who qualify for adoptive leave may apply for such leave in accordance with the Maternity Leave - Plan B, as outlined in Appendix B.

F 6.12 Eligibility and duration of adoptive leave for adoptive mothers will be administered in accordance with Article F 6.7 and F 6.8.

F 6.13 Adoptive mothers shall have all benefits and service held in suspension during the period of approved leave. On return from leave, the employee will be credited with corporate service and union seniority for the full duration of the leave, and specified service related benefits as follows:

- a) up to a maximum of 17 weeks of sick leave and/or sick leave vesting credits; and
- b) up to 12 weeks of basic vacation credits;
- c) up to 12 weeks of northern vacation credits if the employee was accruing immediately prior to and immediately following the leave;
- d) up to 12 weeks of long service recognition vacation credits;
- e) up to 12 weeks of severance pay credits.

Benefits and Service - Other

F 6.14 Employees (except Casual Status employees) will accrue corporate service and specified service related benefits based on their normal basic working hours. Their normal basic working hours are those in effect at the time the employees commence maternity or parental leave.

F 6.15 The accrual of corporate service and specified service related benefits for Casual Status employees will be proportionate to basic hours paid during the 12 consecutive months immediately prior to the leave in comparison to normal basic working hours. Where an employee has more than 7 but less than 12 consecutive months of service, accruals will be proportionate to basic hours paid in comparison to normal basic working hours, for the period of the employee's actual service.

F 6.16 Where employees make arrangements to pay their portion of contributory premiums for Group Life Insurance, the Corporation will continue to contribute its portion to the plan.

F 6.17 An employee's union seniority date will not be adjusted for periods of approved Maternity, Parental or Adoptive Leave.

F 6.18 Status employees and their eligible dependents will be covered by the dental services, extended health benefits and prescription drug plans as provided in Article G 2 for the duration of their approved Maternity, Parental or Adoptive Leave.

F 6.19 Status employees will be covered by the Corporation's long term disability income plan if they become disabled during their approved maternity or parental leave. The plan will apply at the time the employee would otherwise have returned to work from the leave.

ARTICLE 7 POLITICAL LEAVE

F 7.1 Political Leave is considered to be a leave of absence without pay and will be granted to employees who are seeking election to public office or who are elected to public office, subject to the following provisions:

F 7.2 Employees who are seeking election to public office:

- a) will give, where practicable, a minimum of 4 weeks notice prior to the commencement of the Political Leave;
- b) will be allowed a maximum period of leave starting from the date the writ is issued for Provincial or Federal elections or from the official nomination deadline for Civic elections to a date no later than 90 days following the release of official results;
- c) will have their position or job held for the duration of the leave;
- d) will retain bidding rights on internal job postings for the length of the leave on the provision that the employees must be available for work when required by the Corporation;
- e) will not accrue corporate service nor service related benefits for the duration of the leave;
- f) may make arrangements to continue coverage under the Group Life Insurance Plan by maintaining 100% of premium contributions;
- g) will not be eligible for the Long Term Disability Plan for the duration of the Political Leave;
- h) will be eligible for coverage under the Benefit Plans as outlined in Article G 2.

F 7.3 Employees who are elected to public office:

- a) within 90 days of the release of official election results, must notify the Corporation of their intention to continue on Political Leave;
- b) will be allowed leave, the length of which would be equivalent to their term(s) in elected office;
- c) will not have their position or job held;
- d) will retain bidding rights on internal job postings for the length of the leave(s) on the provision that the employees must be available for work when required by the Corporation;
- e) will not accrue corporate service nor service related benefits for the duration of the leaves;
- f) will not be eligible to participate in the Group Life Insurance Plan;

- g) will not be eligible for the Benefit and Long Term Disability Plans.

F 7.4 Employees, elected to public office, who request to return to work at the end of their Political Leaves:

- a) must provide the Corporation with written notice of their intentions within 90 days from the day on which the official election results are released or from the day on which the employees resign from public office;
- b) will be placed in a position comparable to the one held prior to taking Political Leave, subject to the above notice provision.

LEAVES OF ABSENCE WITH PAY

ARTICLE 8 BEREAVEMENT LEAVE

F 8.1 Leave will be granted as follows:

- F 8.1.1** In the event of the death of a spouse, child, mother, father, mother-in-law, or father-in-law, an employee shall be granted up to 5 days leave with pay.
- F 8.1.2** In the event of the death of a brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law or grandchild, an employee shall be granted up to 3 days leave with pay.
- F 8.1.3** Designated family member shall be defined as all family members identified in F 8.1.1 and F 8.1.2.
- F 8.1.4** An employee may be granted up to 3 days leave with pay in the event of the death of a relative, other than a designated family member, who has been permanently residing at the employee's household, or with whom the employee has been permanently residing, for the previous 12 months. There will be no doubling up of bereavement leave under multiple articles.
- F 8.1.5** Under special circumstances, the Corporation may approve additional leave with pay.
- F 8.1.6** In the event that circumstances occur as outlined in Article F 8.1.1, F 8.1.2, or F 8.1.4 during an employee's vacation period, the employee shall be eligible to have their time off charged to bereavement leave rather than vacation credits. The amount of leave allowed would be

equivalent to the number of days that would have been granted had the employee been at work, provided the supervisor receives suitable notification of these circumstances.

F 8.1.7 In the event of a death involving someone other than a designated family member (for example, an extended family member, co-worker or close friend), requests for paid leave to attend the funeral will not be unreasonably denied.

F 8.1.8 An employee may be granted up to a maximum of 1 day leave with pay for attending a funeral as a pallbearer or other funeral official.

ARTICLE 9 FAMILY RESPONSIBILITY LEAVE

F 9.1 The Corporation acknowledges the need for employees to balance both their work and family responsibilities and will recognize such when granting time off work for family responsibility reasons. Such leave will not be unreasonably denied. The Union acknowledges that employees should make every reasonable effort to have alternate arrangements in place to take care of family responsibilities.

Emergency Family Responsibility Leave

F 9.2 Up to a maximum of 2 days leave with pay (per incident) may be granted to allow the employee to make arrangements to take care of the situation in the event of a sudden, serious or incapacitating illness or injury requiring immediate hospitalization and/or medical treatment involving a parent, spouse, or child of an employee, or in the case of unexpected notice from a day care facility or school that a child is ill and must be picked up. Where additional leave is required, vacation, banked overtime credits, or the days as provided in Article F 9.3 may be used.

F 9.2.1 Under special circumstances, the Corporation may approve leave as outlined in Article F 9.2, in the case of mother-in-law, father-in-law, brother or sister.

Non-Emergency Family Responsibility Leave

F 9.3 During each fiscal year an employee may take up to 6 days family responsibility leave with pay to cover:

- a) a day or part of the day for the illness and medical/dental appointments of a parent, spouse or child (other than described in Article F 9.2).
- b) a day for the birth of their child.

F 9.3.1 Family responsibility leave will normally be charged to sick leave credits.

F 9.3.2 Under extenuating circumstances, an employee may, with supervisory approval, work the time back instead of charging it to sick leave credits. This exchange will be on a time for time basis, and will normally be worked back within 30 calendar days.

F 9.3.3 If an employee is not able to work the time back by the end of the fiscal year or terminates employment or goes on personal leave of absence during the vacation year, the time will be deducted from the employee's outstanding or accrued vacation credits or banked overtime credits.

ARTICLE 10 LEAVE FOR JURY DUTY

F 10.1 In the event employees are summoned to serve as jurors, they will immediately notify their supervisor who may apply to the proper authority for exemption if operating conditions at the time so require.

F 10.1.1 If not exempted, employees called for jury duty or subpoenaed to act as witnesses shall continue to receive basic salary for the period they are absent from work for such purpose minus the amount paid to employees by the courts to act in such capacity.

F 10.2 Employees empanelled for jury duty while on vacation will be allowed to charge the time served on jury duty to regular duties and the vacation will be rescheduled at a time to be arranged between the employee and supervisor.

ARTICLE 11 SELF-FUNDED LEAVE PLAN

F 11.1 All status employees (except term and casual status) will be eligible to participate in the Self-Funded Leave Plan in force in the Corporation.

F 11.2 The Plan will not be amended by the Corporation without prior discussion with the bargaining unit.

ARTICLE 12 LONG SERVICE RECOGNITION

F 12.1 Employees with 29 or more years of service will accumulate on straight time hours paid, up to 5 working days long service recognition credits during each year of service. Employees will accrue 0.0224 hours of credit per hour paid, to

a maximum of 39.6 hours (5 days). Once an employee has accumulated ½ day, credits may be utilized as time off with pay. At the end of each vacation year, outstanding long service recognition credits in excess of 5 days will be carried over or banked. On request, an employee may have all outstanding long service recognition credits paid out at vacation year end.

ARTICLE 13 VACATION ALLOWANCE ON TERMINATION OF SERVICE

F 13.1 Employees who are eligible for vacation at the time their employment with the Corporation is terminated, shall be given pay in lieu of vacation equivalent to their outstanding vacation credits to the date of termination.

Section G – Health & Safety

ARTICLE 1 HEALTH AND SAFETY

- G 1.1 The Corporation shall make every reasonable provision for the safety and health of employees during the hours of their employment.
- G 1.2 The Union shall promote in every way possible the realization by employees of their individual responsibility to prevent accidents to themselves and fellow employees during hours of work.
- G 1.3 Employees shall observe and be bound by such rules and regulations relating to the safe performance of work as may be published by the Corporation from time to time.
- G 1.4 Employees shall conduct themselves in the performance of their duties and in the handling of Corporation equipment so as to minimize the possibility of injury to the public at large.
- G 1.5 In the interests of the safety and welfare of employees, the Corporation may require employees to submit to a complete medical examination at reasonable intervals at the Corporation's expense. Employees shall receive a copy of the medical report on request. If the report adversely affects, or may adversely affect their employment, they may, at their own expense, within 15 working days, have a competent physician of their own selection conduct an independent examination, and a copy of the physician's report shall be furnished to the Corporation.
- G 1.6 If, as a result of a medical examination, the Corporation deems it advisable and in the interests of an employee and the welfare of others, to transfer such employee to other duties, the employee may be so transferred, and thereafter shall be reclassified according to the new duties to be performed and shall be paid in accordance with the new classification.
- G 1.7 Employees are entitled to a safety footwear subsidy of 85% of the purchase price, up to a maximum of \$220 per fiscal year. Safety footwear must be approved as per Rule #314A in the Corporate Safety and Health Rules.

Employees may carry over any unused balance from the previous year's subsidy. The maximum allowable subsidy with a carryover is 85% of the purchase price of one pair of footwear, to a maximum of \$440 in a two year period.

To ensure that all employees have access to the proper protection they require in the workplace, purchases will be eligible for reimbursement as outlined above, as of the date of hire.

ARTICLE 2 BENEFIT PLANS

- G 2.1 All employees who have completed their probationary period, with the exception of full-time students, will be enrolled in the Extended Health Benefits, Prescription Drug, Travel Coverage, Health Spending Account and Dental Plans (refer to Appendix C). The Corporation pays 100% of the costs for these Plans (subject to cost sharing of specific services).
- G 2.1.1 Employees and their eligible dependants will not be eligible for reimbursement if expenses are recoverable from any other source, for example, Pharmacare.
- G 2.1.2 Extended Health Benefits, Prescription Drug, Travel Coverage, Health Spending Account and Dental Plans coverage for various leaves of absence will be as outlined in Corporate Policy (refer to Appendix D).
- G 2.1.3 Once per year the Union will be provided with statistical and financial information on the performance of the Plans.
- G 2.1.4 No changes to the benefits provided under the Plans will be implemented without the concurrence of the Union.

ARTICLE 3 WORKERS' COMPENSATION

- G 3.1 When employees are unable to work due to an injury received in the performance of their duties with the Corporation and are in receipt of a workers compensation allowance, the Corporation shall pay to such employees an amount which, when combined with the compensation allowance, will ensure the maintenance of their regular wages at the time of injury less an amount equal to their normal income tax deduction. Such payments will be escalated based on the appropriate indexing formula contained in the Workers Compensation Act and shall be made without loss of employees' sick leave credits and shall cease once a worker's compensation disability settlement is awarded.
- G 3.1.1 Payments as set out in Article G 3.1 will cease once a Workers Compensation disability settlement is awarded and employees will have their income established in accordance with the provisions of the Corporation's Long Term Disability Plan.
- G 3.2 When an employee suffers an injury which necessitates relocation, job retraining and/or job placement, the Corporation shall undertake to retrain the employee provided:

- a) the degree of retraining shall be governed by the capability of the employee being retrained, and
 - b) the employee is willing to accept a suitable alternative position, and
 - c) such a position is available within the Corporation.
- G 3.3 Employees being retrained as a result of having suffered an injury shall have their incomes established in accordance with the provision of the Corporation Long Term Disability Plan.
- G 3.4 Employees who refuse to retrain will be placed into any vacant position in which they are able to meet the requirements and their salaries will be established in accordance with the rate for that position.

ARTICLE 4 LONG TERM DISABILITY INCOME PLAN

- G 4.1 The Corporation will continue to provide a Long Term Disability Income Plan for all eligible employees who have completed their probationary period and subsequently become disabled or injured and are unable to continue working (as defined in the plan text). The Plan will be administered and funded by the Corporation. The details of the Plan will be provided to the Union.
- G 4.2 Upon return to work following a Long Term Disability absence, an employee will be credited with Corporate service and union seniority equivalent to the duration of the Long Term Disability absence.

Section H - Travel

ARTICLE 1 TRAVELLING ALLOWANCES

H 1.1 The purpose of the travel allowances of this Article is to provide employees with reimbursement for reasonable out of pocket expenses incurred when temporarily assigned to a work location different from their normal place of work or headquarters zone. Allowances are not intended to supplement an employee's income.

H 1.1.1 Employees attending a business meeting or training/school session, away from their normal place of work, would be reimbursed, on a reasonable cost basis, for additional out of pocket expenses of a meal(s) and for the use of an employee's personal vehicle in accordance with Corporate Policy (unassigned rate or daily start up). Accommodations will be provided as required.

H 1.1.2 Employees will not be reimbursed for meals when attending a meeting or event at another Manitoba Hydro facility within their headquarter zone, where cafeteria or lunch room facilities are available. Employees with a Winnipeg headquarter zone will also not be reimbursed for meals when attending a meeting or event at 360 Portage Avenue.

Headquarters Zones

H 1.2 The headquarters zone for an employee who works in the City of Winnipeg shall be the area encompassed by a boundary 5 kilometres outside the Perimeter Highway. The provisions of Article H 1 do not apply for travel which is solely within the Winnipeg headquarters zone boundary except as described in Article H 1.1.1.

H 1.3 The headquarters zone for an employee who works outside the City of Winnipeg shall be the area encompassed by a 25 kilometre radius around the employee's normal assembly point.

Meal and Accommodation Allowances

H 1.4 Meal and accommodation allowances are as follows:

Meal Allowance	
Breakfast	<u>\$8.85</u>
Lunch	<u>\$15.75</u>
Supper	<u>\$23.05</u>
<i>Daily total</i>	<u>\$47.65</u>

Daily Room	
South of 53 rd parallel	<u>\$13.25</u>
North of 53 rd parallel	<u>\$14.55</u>

- H 1.4.1 The meal rates shown in Article H 1.4 shall be subject to review at 6 month intervals based on the November and May indexes published in December and June respectively. The adjustment shall be based on the Statistics Canada (Cat. 62-001) Consumer Price Index for food purchased from restaurants for Manitoba. (1986 = 100). The adjustment for room rates shall be based on the Statistics Canada Consumer Price Index for Rented Accommodations for Manitoba (1992 = 100).

$$\frac{CPI\ November\ or\ May - current\ year\ x\ prevailing\ per\ diem\ meal\ rate}{CPI\ May\ or\ November - previous\ review\ month} = NEW\ RATE$$

Any adjustment resulting from the reviews shall be implemented by the Manager, Compensation and Benefits Department of the Corporation and will become effective beginning the first day of the second pay period following the publication date of the Consumer Price Index. Adjustments to be rounded off to the nearest \$0.05.

- H 1.4.2 When employees are assigned to work north of the 53rd Parallel, in isolated areas or outside the Province of Manitoba, accommodation and meals will normally be provided by the Corporation or reimbursed on a reasonable cost basis.

Transportation Allowances

- H 1.5 Transportation allowances are subject to the following:

- H 1.5.1 With supervisory approval, employees who wish to do so may use their own vehicle in lieu of Corporate provided transportation.
- H 1.5.2 Employees who use their own personal vehicle in lieu of Corporate provided transportation will be reimbursed in accordance with Corporate Policy (Guideline 552A-1), at the appropriate rate per kilometre (either the Unassigned Rate, the Weekend Transportation and Commute Rate or the Carpool Rate), for the distance between the point of origin and the destination (using the most direct road route). Employees who travel with an eligible passenger shall be entitled to the Carpool Rate. Only employees operating a vehicle and incurring an expense shall be eligible for the travel mileage reimbursement.
- H 1.5.3 Reimbursement for daily commuting distances will not exceed 200 km round trip.

Temporary Assignment to Another Headquarters Zone

- H 1.6 Employees temporarily assigned to work in another headquarters zone will be provided with transportation (Corporate or public) and travel time to the other headquarters zone on the first and last days of the assignment. If employees use their own vehicle in lieu of Corporate provided transportation, they will be reimbursed the appropriate mileage rate (Unassigned Rate or Carpool Rate) for the distance between work locations.

Temporary Work Location More Than 25 km but Less Than 60 km from Normal Work Location

- H 1.7 When employees are temporarily assigned to report for work at the scheduled starting time to a location which is 25 or more road kilometres, but less than 60 road kilometres, from their normal assembly point, they will be provided with the following:

- a lunch meal or the lunch rate
- reimbursement (Weekend and Daily Commute Rate or Carpool Rate) for the distance traveled between the work location and their principal residence and return on a workday basis.
- Travel time will not apply.

- H 1.7.1 When employees report at the scheduled starting time to the normal assembly point within their headquarters zone and travel to a work site 25 or more road kilometres from their normal assembly point within their headquarters zone and return to their normal assembly point at the close of work, they will be eligible for a lunch allowance.

Temporary Work Location 60 km or More from Normal Work Location

- H 1.8 When employees are temporarily assigned to perform work at a location 60 or more road kilometres from the employee's normal headquarters zone assembly point, they will have the option of a) having accommodations provided, b) commuting with own transportation c) providing own accommodations or d) commuting with Corporate transportation (if available). Employees must declare which option they intend to use, which will normally remain in effect for the duration of the assignment. The Corporation reserves the right to determine the type of accommodations to be supplied. Each option includes:

- a) Having accommodations provided by the Corporation at the work location and meals or the per diem rate, on a calendar day basis. Employees who check out of public accommodations to return to their principal residence during the work week will be eligible to receive a lunch meal or lunch allowance and reimbursement

(Weekend and Daily Commute Rate or Carpool Rate) for the distance traveled provided:

- the Corporation saves the cost of accommodations.
- the employee returns to the work location during the same work week.

Employees who check out of public accommodations on weekends, will be reimbursed (Weekend and Daily Commute Rate or Carpool Rate) for distance traveled (not to exceed the distance to their principle residence), provided:

- Corporate transportation is not available.
- the Corporation saves the cost of accommodations. Meals or the per diem meal rate will not apply.

- b) Commuting to and from the job site, from their principal residence, using their own transportation, in which case they will be eligible to receive a lunch meal or lunch allowance and reimbursement for expenses (Weekend and Daily Commute Rate or Carpool Rate) for the distance travelled on a workday basis. Where the employee elects to commute, such travel will be outside the regular hours of work period and travel time will not apply.
- c) Providing their own accommodation in lieu of public accommodation, in which case they will be eligible to receive the per diem meal and accommodation allowances set forth in Article H 1.4 on a calendar day basis.
- d) Commuting to and from the job site from their principal residence using Corporate transportation (if available), in which case they will be eligible to receive a lunch meal or lunch allowance on a workday basis. Where the employee elects to commute, such travel will be outside the regular hours of work period and travel time will not apply.

H 1.9 When employees are on sick leave during a working day while on temporary assignment, they shall normally be eligible for the provisions of Article H 1.8 (a) or (c) for a maximum period of 2 working days provided they remain at the work location. Employees leaving the work location due to illness and returning to work during the same work week will be eligible for reimbursement for the distance traveled in accordance with Article H 1.8 (b) or (d) providing the Corporation saves the cost of accommodations.

H 1.10 The Corporation Vehicle Rates Policy referred to in this Article will not be changed, as to their application to the collective agreement, without Union concurrence.

- H 1.11 The Corporation will provide, upon request, transportation home for employees whose shift ends between 10 p.m. and 6 a.m.

ARTICLE 2 TRAVELLING TIME

- H 2.1 All travelling time outside of normal working hours, when directed, shall be paid at overtime rates, except as provided in Articles H 1.8b), H 2.2, H 2.3, H 2.4, and Articles C 5.2, and C 5.3.
- H 2.2 Public transportation schedules requiring travelling time outside of normal working hours, shall be paid at 1½ times the employee's basic rate of pay or the employee may be granted equivalent time off. It will be the responsibility of the employee to confirm the departure schedule prior to leaving for the departure terminal.
- H 2.2.1 Travel time within Canada will include a maximum of 90 minutes prior to the departure time including time spent in the departure terminal and a maximum of 30 minutes on arrival at the destination including time spent in the terminal.
- H 2.2.2 Travel time to destinations in the U.S. and internationally will include a maximum of 120 minutes prior to the departure time including time spent in the departure terminal and a maximum of 30 minutes on arrival at the destination including time spent in the terminal.
- H 2.3 When public transportation is available during regular working hours and/or during the regular work week, employees will not normally be required to travel on their day(s) of rest. If employees are directed to travel on their day(s) of rest, travel time will be at 1½ times their basic rate of pay.
- H 2.4 If employees are directed to travel by public transportation and elect to use their own vehicles, travel time shall not exceed the applicable travelling time for public transportation.
- H 2.5 Employees laid off while performing work outside their headquarters zone shall receive travelling time back to their headquarters zone or point of hire in Manitoba at straight time rates of pay.
- H 2.6 Travelling time associated with an emergency call-out shall be considered as time worked at the applicable overtime rate. If employees reside outside of their headquarters zone boundary and are responding to a call within their headquarters zone, travelling time will not apply for the distance traveled outside of the headquarters zone boundary or established travel zone.

- H 2.7 Employees in receipt of Northern Allowance will receive a maximum of 1 day leave at their basic rate of pay as travel time to be taken in conjunction with each northern transportation trip for which they are eligible in accordance with Article J 1.5. The spouse of an employee who is employed by the Corporation and who is not in receipt of Northern Allowance will also be eligible for the 1 day leave with pay in conjunction with each northern transportation trip.
- H 2.8 Employees in a work area north of the 53rd Parallel will receive once each vacation year, 1 normal workday prior to and 1 day following their annual vacation, as travel time at their basic rate of pay to compensate for the northern location.
- H 2.9 Where there is no medical doctor or dentist at a work location north of the 53rd Parallel or where an employee at a work location north of the 53rd Parallel is referred by the local doctor or dentist to a specialist at another location, an employee working at that location may be granted a maximum of 2 days leave at basic rate of pay during each vacation year, as travel time in conjunction with paid sick leave for medical or dental appointments. It is understood that sick leave credits would have to be utilized for the actual appointment(s). The exception would be that an employee who has sick leave credits may elect to use vacation or banked overtime credits rather than sick leave credits for the appointment(s). The trip and associated travel time must be for the sole purpose of a medical or dental appointment.

Section I – Termination, Resignation, Layoff, Workforce Adjustment, etc.

ARTICLE 1 WORKFORCE ADJUSTMENT

Technological Organizational Change and Job Security

I 1.1 When staff displacements and/or reductions are necessary due to a technological or organizational change, the Corporation shall apply the Workforce Adjustment Strategy as described in Appendix E.

I 1.1.1 "Technological Change" means:

The introduction by the Corporation of equipment, material or computer software of a different nature or kind than previously used by the Corporation which impacts on the conditions of employment of the employee(s), or results in a displacement(s), or reduction of the number of employees required by the Corporation.

I 1.1.2 The Corporation shall notify the Union of technological or organizational change at the earliest opportunity but in the case of change affecting more than 3 employees not less than 120 calendar days prior to implementation.

I 1.1.3 The Corporation will convene meetings with the Union to outline the plans for the change and provide information on the following:

- a) the nature of the change;
- b) the proposed implementation date(s) for the technological or organizational change;
- c) the anticipated number, type, and location of employees to be directly affected;
- d) anticipated changes to the terms and working conditions of employment of the employees affected.

I 1.1.4 An employee who is directly affected by the technological change will be given first consideration for the new positions associated with the new technology.

I 1.1.5 In placing employees, the process and general conditions as outlined in Article I 2 will apply.

- I 1.2 Employees who refuse to retrain or accept a position made available to them under the provisions of Article I 1.1 may exercise their bumping rights, or will be placed into any vacant position in which they are able to meet the requirements and their salaries will be established in accordance with the rate of pay for that position.

Human Resource Adjustment Committee

- I 1.3 The parties agree to the establishment of the Human Resource Adjustment Committee for the purpose of developing a plan to minimize the economic impact on employees who may be displaced from employment due to planned technological, business or organizational change.
- I 1.4 The Committee shall be comprised of an equal number of Union and Management representatives and shall consult on a cooperative basis on Corporate plans which are estimated to displace more than 10 employees from employment.
- I 1.5 The Committee shall, no later than 21 days following the date of Corporate notification of technological change to the Union, or following the date of notification of a business or organizational change to the committee, present a report to Management which may contain recommendations to minimize the economic impact on the affected employees and to provide recommendations to assist employees in securing alternate employment.
- I 1.5.1 Planned business, technological, or organizational change will not be implemented until Management has responded to the recommendations of the Human Resource Adjustment Committee.
- I 1.6 The parties agree to develop an expedited arbitration process where there is a question as to whether or not the planned change is a "technological change" as defined in Articles I 1.1, I 1.2, and I 1.3.
- I 1.7 Article I 1.6 does not permit arbitrating the Corporation's right to introduce technological change, nor does it limit the Corporation's right to displace employees as a natural result of such a change, and conversely the Corporation's obligation under Articles I 1.1, I 1.2, and A 10.5 shall not be mitigated or limited as a result of this Article.

ARTICLE 2 TERMINATION OR RESIGNATION

Resignation

- I 2.1 An employee who desires to resign shall give written notice thereof to the Corporation at least 2 weeks in advance of the date of termination, with the exception of a probationary employee who shall give as much notice as practicable, but not less than 2 working days, and in default of such notice being given, such employee shall, at the discretion of the Corporation, forfeit all or part of the monies due on termination, not exceeding a maximum amount equal to the employee's biweekly pay.

For the purposes of this article, the following definitions will apply:

- a) Placement - Placed into a temporary or permanent vacancy.
- b) Displacement - Placed into a job occupied by a junior employee within an employee's base classification.
- c) Bumping - Placed into a job occupied by a junior employee in a lower classification.
- d) Recall - called back to your base classification from a bump or placement downwards or called back to employment from layoff.

Layoff

- I 2.2 When a layoff of the work force is necessary, the Corporation shall, within the classification(s) affected, recognize union seniority and shall, to the extent that qualifications and ability to perform the work allow, retain senior employees. The Corporation has the responsibility to manage the layoff, placement, displacement, bumping and recall process.
- I 2.2.1 The Corporation will identify and notify employees who are in redundant positions and/or identify areas and the employees where shortage of work may result in a layoff.
- I 2.2.2 The Corporation will notify the Union of redundant positions and of potential layoffs and will serve prior notice where it is anticipated there will be a significant number of layoffs.
- I 2.3 The Corporation shall give at least 2 weeks written notice to any employee to be laid off with the exception of probationary employees who shall be given as much notice as is practicable but not less than 2 working days.

Placement and Displacement

- I 2.4 An employee shall be given the opportunity to remain in their base classification first by placement into vacant positions or by displacement. The employee may exercise their right to bump down to a lower classification after all placement and displacement options have been exhausted.
 - I 2.4.1 The posting of an employment opportunity will not be required when placing an employee.
 - I 2.4.2 The employee must be facing a layoff of more than 10 consecutive working days and the placement or displacement is of at least 10 consecutive working days duration.
- I 2.5 Employees who are placed or who displace outside their headquarters zone in order to maintain employment within their classifications shall:
 - I 2.5.1 Retain their headquarters zone for the duration of the temporary assignment and will be eligible for travel allowances pursuant to Article H 1.
 - I 2.5.2 Where the Corporation assigns a new headquarters zone they will be eligible for relocation costs pursuant to Corporate policy.
- I 2.6 Employees who refuse employment within their classification and headquarters zone will not be eligible to bump to a lower classification and shall be laid off subject to recall.
- I 2.7 Employees who refuse employment within their classification in another headquarters zone may exercise their right to bump into a lower classification within their headquarters zone.

Bumping

- I 2.8 Employees who have not been offered employment in their basic classification through the placement or displacement process and who are facing a layoff period in excess of 10 working days may exercise their right to bump into a lower classification to the extent that qualifications and ability to perform the available work allow, providing their union seniority is greater than that of an employee in the lower classification.
 - I 2.8.1 The employee with the least union seniority in the lower classification shall be the first employee to be bumped. If a probationary employee is bumped, the principle of "last on - first off" need not apply.
- I 2.9 Employees exercising their right to bump shall bear the full cost of relocating. Room and board costs shall be at no additional expense to the Corporation beyond an initial 14 calendar day period.

- I 2.10 Employees cannot dictate the job or work location to which they bump. The Corporation shall determine who they will bump in the lower classification and the work location. Employees wishing to exercise their bumping rights shall contact the Corporate Placement Officer.
- I 2.11 If employees refuse the job offered in the lower classification, they shall be laid off subject to recall if and when required, and they shall not be eligible to exercise any further bumping rights during the existing layoff period.
- I 2.12 Employees bumping must serve sufficient notice of their intent to allow the Corporation to give the employee to be bumped a minimum of 2 weeks notice.

Recall to Base Classification

- I 2.13 Employees who have exercised their bumping rights shall be subject to recall and transfer back into their basic classification at the Corporation's expense when work becomes available. Such transfer shall only be made provided that such employment is of at least 10 consecutive working days duration.

Recall from Layoff

- I 2.14 The recall of employees shall be on the basis of union seniority and not their status, to the extent that qualifications and ability to perform the available work allow.
 - I 2.14.1 An employee shall be given at least 7 days notice of recall.
 - I 2.14.2 Posting of employment opportunities will not be required when the employee can be recalled into a vacant position.
- I 2.15 Upon recall, employees who refuse work in a lower classification shall retain recall and seniority rights in their basic classification.
 - I 2.15.1 Employees who refuse recall to a lower classification are expected to confirm their intent within 3 days of the recall notice; otherwise, they will be considered to have accepted the assignment.
- I 2.16 Employees who are unable to report for work due to extenuating circumstances after having accepted a work assignment, must advise the Corporation prior to the date of recall.
- I 2.17 In the event of an emergency, the Corporation shall not be restricted in the manner in which employees are recalled to work, provided such employment is only for a period of emergency.

- I 2.18 An employee who alleges a violation under the terms of this Article shall lodge a grievance at Step Two of the Grievance Procedure within 10 working days from the date of the action giving rise to the grievance.

General Conditions

- I 2.19 Union seniority, not status, of an employee performing like work within the same classification and within the same section shall be the primary factor in determining who will be affected by a workforce reduction.
- I 2.20 Union seniority shall be the primary factor in all placements, displacements, bumping or recall, providing the affected employee has the qualifications and ability to perform the work being considered.
- I 2.21 To minimize the amount of disruption in finding alternative employment for affected employees, the process shall be carried out in the following order;
- a) Placement in base or equivalent class
 - b) Displacement
 - c) Placement in lower class
 - d) Bumping
 - e) Recall
- I 2.22 Employees shall be informed of their right to have Union representation during any discussion surrounding alternative employment opportunities.
- I 2.23 Employees may refuse offers of employment which do not reasonably match the employee's working conditions or qualifications, skills and abilities. However, an employee must be reasonable with respect to these issues.
- I 2.24 All parties involved will respect the confidentiality of the process.
- I 2.25 An employee's status shall not be a factor in the placement, displacement, bumping and recall process and the employee shall retain their status when being placed.

Process

- I 2.26 Employees who are facing layoff or whose positions have been declared redundant shall receive written confirmation including notification of their right to Union representation. A copy shall be sent to the Union.
- I 2.27 Employees will meet with the Corporate Placement Officer as soon as possible to complete a skills assessment to determine their qualifications, skills and abilities in order to match them to potential employment opportunities. Employees will be informed of all the options available to them and the process which will be carried out.

- I 2.28 The Corporate Placement Officer will assess all vacancies first within the employee's base classification, then of an equivalent classification level, and finally of lower classification.
- I 2.29 Where there is a permanent vacancy within an employee's base classification and line management accepts the placement, the employee will be placed and the process will end.
- I 2.30 If employees are unable to be placed in a permanent or temporary vacancy within their base classification, the employee has the choice to exercise their displacement rights or be placed in a vacancy in an equivalent classification level (temporary or permanent) providing line management finds the placement acceptable.
- I 2.30.1 If employees accept the equivalent classification placement, they will retain their recall rights back to their base classification.
- I 2.31 If the Corporation has a temporary vacancy within the employee's base classification, the employee must accept this temporary placement. The employee, however, can refuse subsequent temporary placements or extensions and exercise their displacement and/or bumping rights at that time.
- I 2.31.1 During the temporary placement, the employees will be considered for any permanent vacancies within their base classification.
- I 2.32 Should employees accept a placement in a permanent vacancy in a lower classification rather than exercising their displacement rights, they will retain their recall rights to their base classification for a period of 2 years. At the end of the 2 year period, the employee can exercise their displacement rights. However, should the employee not exercise their displacement rights or be recalled, the process ends.
- I 2.32.1 Should employees accept a placement in a temporary vacancy in a lower classification rather than exercising their displacements rights, they will retain their recall rights to their base classification. At the end of the temporary vacancy, employees can exercise their displacement rights.
- I 2.33 Where there is no opportunity to be placed in a vacancy, the Corporation shall inform the employee of their displacement rights.
- I 2.34 The Corporate Placement Officer shall identify 2 possible matches/positions for the displacing employee (where 2 such matches exist) beginning with the most junior employee in the classification and working up the seniority list until the 2 matches are found.

- I 2.35 Once the matches/positions have been identified, the Corporate Placement Officer will review the matches with the employee as well as those which have not been selected as appropriate matches.
- I 2.36 Once a match is selected by the employee, a proposal is forwarded to the line manager. If the proposal is approved, that displacement ends the process. If the line manager rejects the proposal, then the Corporate Placement Officer will identify another match (if one exists) which is reviewed with the employee. This process will be repeated until a match is accepted.
- I 2.37 Prior to exercising their bumping rights or prior to being laid off, employees may consider placement in a job occupied by a term employee for which the employee is qualified and has the ability to perform the work. Employees placed in a job occupied by a term employee will not be eligible for relocation allowances or per diems and will normally assume the salary range of the job.
- I 2.38 When all matches are exhausted within the base classification, the employees will then exercise their bumping rights in accordance with Article I 2.8. The exception is where employees are in an Administrative Representative I position and are facing a layoff, employees will be eligible to displace the most junior employee in this classification.
- I 2.39 If the employees' base classifications are eliminated, the employees will be eligible for recall to an equivalent classification level, providing they are qualified.

Section J – Northern Allowance

ARTICLE 1 NORTHERN ALLOWANCE

- J 1.1 When employees covered by this agreement are assigned a headquarters zone north of the 53rd Parallel and are not provided with meals and accommodation or reimbursement for meals and accommodation, the Corporation shall pay such employees in addition to their basic salaries, a biweekly or hourly equivalent Northern Allowance on straight time hours only. The Northern Allowance paid will be the amount allocated to the headquarters zone to which the employee is assigned.
- J 1.1.1 Dependents Northern Allowance will be paid to employees who are supporting a spouse and/or dependents and who maintain a home north of the 53rd Parallel, and the dependents of the employee reside in the home. The Corporation may require a declaration by employees attesting to the above.
- J 1.1.2 An employee who does not qualify under Article J 1.1.1 shall receive single Northern Allowance.
- J 1.1.3 If the employee is a student, Northern Allowance will only be paid if the student is maintaining a residence independently.
- J 1.2 When both spouses are employed by the Corporation in the same headquarters zone, they will be eligible for Dependents Northern Allowance payable to 1 spouse only.
- J 1.3 Northern Allowance rates for each headquarters zone north of the 53rd Parallel shall be reviewed in accordance with the established Northern Allowance Formula during the first week of January of each year.
- J 1.4 Any adjustment resulting from the provisions of Article J 1.3 will be implemented effective the first day following the last pay period ending in March.

Northern Transportation

- J 1.5 Employees in receipt of Northern Allowance shall be reimbursed for transportation costs associated with travel for the purpose of vacations, emergencies, or authorized leave of absence on the following basis, provided the transportation trips are utilized during the vacation year in which they accrue.
- J 1.5.1 Employees continuously employed in a remote location will be eligible for:

1 trip following 3 months service at the location, provided the assignment commences more than 3 months prior to the end of the vacation year, and a second trip during the first vacation year upon completion of 6 months service in that vacation year. The employee will remain eligible for the trip(s) until the completion of that vacation year.

2 trips during the first complete vacation year at the location and subsequent vacation years up to and including the third year.

3 trips during the fourth and subsequent vacation years at the location.

J 1.5.2 An employee continuously employed in a non-isolated and non-remote location will be eligible for:

1 trip following 3 months service at the location, provided the assignment commences more than 3 months prior to the end of the vacation year.

1 trip during the first complete vacation year at the location.

2 trips during the second complete vacation year and subsequent vacation years at the location.

J 1.5.3 An employee who is eligible for a northern transportation trip may elect the following options:

Corporate Paid Public Transportation

J 1.5.3.1 When employees request that the Corporation arrange for public transportation or where this is not feasible and the employees arrange their own public transportation for a trip within Manitoba for the most economical rate available to accommodate the employees' transportation dates, the Corporation will reimburse the carrier to an amount not exceeding the cost of the most economical airfare on a regularly scheduled flight to Winnipeg and return.

Own Transportation Arrangements or Personal Transportation Other Than Charter Air Flights

J 1.5.3.2 Employees who elect to make their own transportation arrangements, other than for charter air flights, or to use their own personal transportation, will be reimbursed as follows, for each eligible family member who actually made a trip to any destination.

Employee - the Corporation Policy vehicle rate for northern transportation by the most direct highway route between the employee's work location to Winnipeg and return.

Spouse - 50% of the employee rate.

Each dependent child two years of age or over - 25% of the employee rate.

Payment shall not exceed the cost of the most economical airfare on a regularly scheduled flight to Winnipeg and return.

J 1.5.3.3 Employees who elect the provisions of Article J 1.5.3.2 may apply at least 2 weeks prior to the first day of approved leave or approved departure date and receive, on their last regular day of work prior to departure, a 100% advance of the transportation costs for which they are eligible.

Charter Air Flights

J 1.5.3.4 Employees who elect to make their own transportation arrangements for a charter air flight within the Province of Manitoba will be reimbursed upon presentation of the flight manifest as follows:

J 1.5.3.4.1 To be eligible for reimbursement of charter air flight costs, the carrier must be licensed and the point of departure or destination must not be accessible by an all-weather road and must not be serviced by public transportation.

J 1.5.3.4.2 The cost of the charter air flight will be allocated equally among the persons involved in the charter, whether they be eligible for reimbursement from the Corporation or not. The amount per person shall not exceed the cost of the most economical airfare on the regularly scheduled flight to Winnipeg and return. Each eligible family member travelling

via the charter air flight will be charged with utilizing a trip.

J 1.5.3.4.3 The amount reimbursed per person will be the greater of the amount calculated in Article J 1.5.3.2 or the amount calculated in Article J 1.5.3.4.2.

J 1.5.3.5 Payment for northern transportation trips in Articles J 1.5.3.1, J 1.5.3.2 and J 1.5.3.3 will only be made to an employee and eligible dependents who actually make a trip(s). An employee who has had the Corporation arrange for public transportation for himself and/or any eligible dependents and does not make the trip, will be required to return the public transportation ticket(s) to the Corporation. An employee who has received an advance and does not make the trip will be required to reimburse the Corporation.

J 1.6 The Corporation will provide transportation from the job site to a point of public transportation and return.

J 1.7 No carryover of these allowances beyond March 31st of each year will be permitted.

J 1.8 Employees transferred from one northern location to another shall, at the time of the trip, be treated as if they had spent all their northern service in the location to which they were transferred.

J 1.9 Employees in receipt of a Northern Allowance will be eligible for reimbursement of transportation costs for themselves, dependent spouses, and dependent children. Eligibility for transportation reimbursement is not contingent on the family travelling as a unit (subject to Article J 1.5.3.1).

J 1.9.1 An employee's spouse employed by another employer may be eligible for northern transportation trips provided he/she is not eligible for trips or a readily identifiable remuneration in lieu of from his/her employer. If the number of trips or remuneration provided by the Corporation exceeds what is provided by the spouse's employer, the employee's spouse will be eligible for the difference in number of trips or remuneration.

J 1.9.2 When both spouses are employed by the Corporation in the same headquarters zone, only 1 spouse will be eligible for reimbursement costs.

Credit for Previous Northern Service

J 1.10 Employees who:

- a) previously had a headquarters zone at a location north of the 53rd Parallel,
- b) transferred to a location south of the 53rd Parallel, and
- c) subsequently transferred back to a location north of the 53rd Parallel and are in receipt of Northern Allowance,

will be given credit for previous northern service for the application of northern transportation trips as follows:

J 1.10.1 Remote Locations

- a) Less than 1 year of previous northern service:
 - No credit for previous northern service.
- b) More than 1 and up to 2 years previous northern service:
 - (i) Assignment commences less than 3 months prior to the end of the current vacation year:
 - one trip from the date of the assignment during the current vacation year,
 - two trips during the next 2 vacation years, and
 - three trips during subsequent vacation years.
 - (ii) Assignment commences more than 3 months prior to the end of the current vacation year:
 - one trip from the date of the assignment and a further trip after 3 months at the northern location (up to a maximum of 2 trips) during the current vacation year,
 - two trips during the next 2 vacation years, and
 - three trips during subsequent vacation years.
- c) More than 2 and up to 3 years previous northern service:

- (i) Assignment commences less than 3 months prior to the end of the current vacation year:
 - one trip from the date of the assignment during the current vacation year,
 - two trips during the next vacation year, and
 - three trips during subsequent vacation years.
 - (ii) Assignment commences more than 3 months prior to the end of the current vacation year:
 - one trip from the date of the assignment and a further trip after 3 months at the northern location (up to a maximum of 2 trips) during the current vacation year,
 - two trips during the next vacation year, and
 - three trips during subsequent vacation years.
- d) More than 3 years previous northern service:
- (i) Assignment commences less than 3 months prior to the end of the current vacation year:
 - one trip from the date of the assignment during the current vacation year, and
 - three trips during subsequent vacation years.
 - (ii) Assignment commences more than 3 months prior to the end of the current vacation year:
 - one trip from the date of the assignment and 1 trip at 3 month intervals thereafter (up to a maximum of 3 trips) during the current vacation year, and
 - three trips during subsequent vacation years.

J 1.10.2 Non-Isolated and Non-Remote Locations

a) Less than 1 year of previous northern service:

No credit for previous northern service.

b) More than 1 year of previous northern service:

(i) Assignment commences less than 3 months prior to the end of the current vacation year:

- one trip from the date of the assignment during the current vacation year, and
- two trips during subsequent vacation years.

(ii) Assignment commences more than 3 months prior to the end of the current vacation year:

- one trip from the date of the assignment and a further trip after 3 months at the northern location (up to a maximum of 2 trips) during the current vacation year, and
- two trips during subsequent vacation years.

Appendices and Letters of Understanding

APPENDIX A - CLASSIFICATION AND GRADE TABLE

Classification	Pay Grade
Administrative Representative I	12
Administrative Representative II	13
Administrative Representative III	14
Administrative Representative IV	21
Administrative Representative V	22
Artist Technician II	14
Artist Technician III	21
Artist Technician IV	23
Artist Technician V	24
Business Systems Analyst I	23
Business Systems Analyst II	24
Business Systems Analyst III	25
Business Systems Analyst IV	31
Buyer I	21
Buyer II	23
<u>Buyer III</u>	<u>24</u>
Client Representative	31
Commerce Trainee - Finance	See <u>Trainee Schedule</u>
Commerce Trainee - Marketing	See <u>Trainee Schedule</u>
Computer Operator I – II*	<u>14</u>
Computer Operator III	21
<u>Customer Support Representative I</u>	<u>12</u>
<u>Customer Support Representative II</u>	<u>13</u>
<u>Customer Support Representative III</u>	<u>14</u>
<u>Customer Support Representative IV</u>	<u>21</u>
Energy Services Advisor I	24#
Energy Services Advisor II	25
<u>Energy Services Advisor III</u>	<u>31</u>
Engineering Aid I – II*	13
Engineering Aid III	21
Expediter	24

Classification	Pay Grade
General Accountant I	<u>14</u>
General Accountant II	21
General Accountant III	23
Information Technology Trainee	See <u>Trainee Schedule</u>
Information Writer I – II*	14
Information Writer III	21
Information Writer IV	23
Library Technician I	13
Library Technician II	22
Marketing Representative	23
Payroll Advisor	22
Process Control System Software Specialist I – II*	24
Process Control System Software Specialist III	25
Process Control System Software Specialist IV	31
Processing Support Analyst I	21
Processing Support Analyst II	22
Processing Support Analyst III	23
Processing Support Analyst IV	24
Production Artist I – II*	14
Production Artist III	21
Production Artist IV	22
Project Coordinator I	23
Project Coordinator II	24
Property Appraiser I	24
Property Appraiser II	25
Purchasing Agent	25
Reproduction Equipment Operator I – II*	12
Reproduction Equipment Operator III	13
Reproduction Equipment Operator IV	21
Research Analyst I	21
Research Analyst II	23
Research Analyst III	24
Right-of-Way Agent I	22

Classification	Pay Grade
Right-of-Way Agent II	24
Student	<u>See Student Schedule</u>
Support Specialist I – II*	24
Support Specialist III	25
Support Specialist IV	31
System Developer I – II*	24
System Developer III	25
System Developer IV	31
Technical Assistant I	22
Technical Assistant II	23
Technical Assistant III	24
Technical Assistant IV	25
Technical Assistant V	31
Traffic Analyst	23
Traffic Analyst Senior	25
Union President	See provisions of LOU #1/2013-16

* Denotes exceptions referred to in Articles E 1.4.1 and E 4.2.2.
ESA I assigned pg 24 with maximum \$41.60 hrly,
and \$3,065.78 bi-weekly (eff 2013 01 01 – 2013 12 31).

CUPE 998
PAY GRADE SCHEDULE
Effective 2013 01 01 to 2013 12 31

Pay Grade		Minimum	Maximum
31	Hourly	35.03	48.34
	Biweekly	2,581.99	3,562.78
	Annually	67,131.74	92,632.28
25	Hourly	31.67	43.83
	Biweekly	2,333.72	3,230.43
	Annually	60,676.72	83,991.18
24	Hourly	29.05	40.19
	Biweekly	2,140.72	2,962.11
	Annually	55,658.72	77,014.86
23	Hourly	26.66	36.87
	Biweekly	1,964.58	2,717.28
	Annually	51,079.08	70,649.28
22	Hourly	24.43	33.18
	Biweekly	1,800.64	2,445.19
	Annually	46,816.64	63,574.94
21	Hourly	22.41	29.88
	Biweekly	1,651.69	2,202.52
	Annually	42,943.94	57,265.52
14	Hourly	20.57	26.93
	Biweekly	1,515.84	1,984.99
	Annually	39,411.84	51,609.74
13	Hourly	17.39	24.26
	Biweekly	1,281.63	1,788.03
	Annually	33,322.38	46,488.78
12	Hourly	15.66	21.85
	Biweekly	1,154.20	1,610.47
	Annually	30,009.20	41,872.22
11	Hourly	14.34	19.69
	Biweekly	1,056.80	1,451.21
	Annually	27,476.80	37,731.46

**CUPE 998
TRAINEE PROGRESSION SCHEDULES**

**COMMERCE TRAINEES
Effective 2013 01 01**

		Rate	Pay Grade
Start	Hourly	\$24.43	pg 22 min.
	Biweekly	\$1,800.64	
	Yearly	\$46,816.64	
6 Months	Hourly	\$25.65	5% incr.
	Biweekly	\$1,890.67	
	Yearly	\$49,157.42	
12 Months	Hourly	\$26.94	5% incr.
	Biweekly	\$1,985.20	
	Yearly	\$51,615.20	
24 Months	Hourly	\$28.28	5% incr.
	Biweekly	2,084.46	
	Yearly	\$54,195.96	
36 Months	Hourly	29.70	5% incr.
	Biweekly	2,188.68	
	Yearly	\$56,905.68	

Salary progression will be on an annual basis after 12 months.

**INFORMATION TECHNOLOGY TRAINEES
Effective 2013 01 01**

Start	Hourly	\$23.27
	Biweekly	\$1,714.90
	Yearly	\$44,587.40
6 Months	Hourly	\$24.43
	Biweekly	\$1,800.64
	Yearly	\$46,816.64
12 Months	Hourly	\$25.65
	Biweekly	\$1,890.67
	Yearly	\$49,157.42
18 Months	Hourly	\$26.94
	Biweekly	\$1,985.20
	Yearly	\$51,615.20
24 Months	Hourly	\$28.28
	Biweekly	\$2,084.46
	Yearly	\$54,195.96
30 Months	Hourly	\$29.70
	Biweekly	\$2,188.68
	Yearly	\$56,905.68
36 Months	Hourly	\$31.18
	Biweekly	\$2,298.11
	Yearly	\$59,750.86

**4-year degree (honours) graduates start at 12-month rate of pay.*

Salary progression will be on an annual basis upon attainment of the 36-month rate of pay.

6-month rate is Pay Grade 22 minimum.

CUPE SUMMER STUDENTS
Effective 2013 04 30

SALARY STEP		RATE
ACCOUNTING/MARKETING <i>(Commerce or Business Administration Students)</i>		
1st Rate	Admin. Student	\$15.74
2nd Rate	Admin. Student	\$16.53
3rd Rate	Admin. Student	\$17.48
DRAFTING <i>(Engineering, Architectural or Technology Students)</i>		
1st Rate	Drafting Student	\$16.53
2nd Rate	Drafting Student	\$17.48
3rd Rate	Drafting Student	\$19.27
ENGINEERING SUPPORT <i>(Engineering or Technology Students)</i>		
1st Rate	Technical Support Student	\$16.53
2nd Rate	Technical Support Student	\$17.48
3rd Rate	Technical Support Student	\$19.27
ENVIRONMENTAL SUPPORT <i>(Environmental Studies/Science/Technology Students)</i>		
1st Rate	Environmental Support Student	\$16.53
2nd Rate	Environmental Support Student	\$17.48
3rd Rate	Environmental Support Student	\$19.27
COMPUTER PROGRAMMING SUPPORT <i>(Computer Science or Computer Technology Students)</i>		
1st Rate	IT Student	\$16.53
2nd Rate	IT Student	\$17.48
3rd Rate	IT Student	\$19.27
ARTIST TECHNICIAN/PRODUCTION ARTIST		
1st Rate	Prepress Student	\$15.74
C.U.P.E. STUDENT RATE		
1st Rate	General Student	\$12.91
2nd Rate	Returning General Student	\$13.81
3rd Rate	Returning General Student	\$14.78

APPENDIX B - MATERNITY LEAVE PLANS

Employees who qualify for maternity leave under the provisions of Article F 6.1 may apply for such leave without pay in accordance with Plan A or Plan B but not both.

Employees will be eligible for specified service related benefits and Corporate Service in accordance with Article F 6.6.

MATERNITY LEAVE - PLAN A

1. An employee shall be permitted to apply up to a maximum of 10 days of her accumulated sick leave to cover the Employment Insurance (E.I.) waiting period. The employee must notify the Corporation in advance of her intention to apply sick leave for this purpose.
2. Should the employee not return to work following her maternity leave for a sufficient period of employment to accumulate the number of sick leave days granted, the employee shall reimburse the Corporation for the outstanding sick leave.

MATERNITY LEAVE – PLAN B

1. Employees, with the exception of Casual Status employees, will be entitled to the following allowances:
 - a) 93% of employee's basic earnings for the first two weeks, followed by;
 - b) payments equivalent to the difference between 93% of employee's basic earnings and E.I. benefits for a maximum of 15 additional weeks.
2. Casual Status employees will be entitled to the payments as provided in Plan B above, proportionate to basic hours paid during the 12 consecutive months immediately preceding the maternity leave in comparison to the normal annual basic working hours. Where an employee has more than 7 but less than 12 consecutive months of service, accruals will be proportionate to basic hours paid in comparison to normal basic working hours, for the period of the employee's actual service.
3. An employee must provide the Corporation with proof that she has applied for E.I. benefits and is receiving such benefits or is serving the 2-week E.I. waiting period.

4. An employee must sign an agreement with the Corporation providing that:
- a) she will return to the same work schedule worked prior to the commencement of Maternity Leave and will remain in the employ of the Corporation for at least 6 months following her return to work except as follows:
 - i) when a full-time employee returns to work on a scheduled part-time arrangement, she will be required to work the equivalent of 6 months of service (958 hours) within a 15 month period. (Scheduled part-time arrangement is defined as working 2 or more full time days per week.)
 - b) she will return to work on the date of the expiry of her maternity leave unless this date is modified and agreed to by both parties, and
 - c) should she fail to return to work as provided under (a) and (b) above, she shall reimburse the Corporation for the maternity allowance received from the Corporation.

APPENDIX C - HEALTH PLANS

Health Plans - General

1. This appendix is a summary of the principle features of the Health, Dental, and Drug Plans for eligible employees. The policies between the insurers and Manitoba Hydro will prevail.

2. Eligibility:

Employees who have successfully completed their probationary period (students excluded), as well as their eligible dependants.

Eligible dependent defined as follows:

- a spouse, or
- an unmarried child under age 22 who is not employed full-time and is dependent on you, fully or in part, for regular ongoing support, or
- an unmarried child who has a disability which prevents the child from being self-supporting and is not eligible for comparable benefits from any other source, or
- an unmarried child under age 25 who is registered as a full-time student at a school, university, college or similar institution

child includes, in addition to natural children:

- legally adopted children
- spouse's children
- children for whom you are the legal guardian

spouse is a person:

- to whom you are married, or
- who you represent as your spouse and with whom you have cohabited for at least the immediately preceding 12 months.

Exceptions:

- under the Dental Plan, orthodontic payments stop when your child turns 19 years of age.

Extended Health Benefits Plan

1. Ambulance Benefits

- a) Coverage for emergency and non-emergency ambulance services in Manitoba.

Emergency ambulance service charges are covered from the place where accident or sickness occurs to the nearest hospital where appropriate treatment can be provided.

Non-emergency ambulance service charges shall be considered as an eligible expense, provided that the patient has been transported by an ambulance to the nearest hospital where appropriate treatment can be provided, from hospital to hospital, or from hospital to home, and that such transportation was on the prior recommendation of a physician. This benefit includes transportation by a medical transfer service operator who has entered into an agreement with Blue Cross, subject to the amount payable for such service being limited to a \$250 lifetime maximum.

For both emergency and non-emergency ambulance use, services rendered by a participating ambulance operator will be paid in full by Blue Cross and charges by a non-participating operator will be settled on the basis of the charges that would have been assessed by a participating ambulance operator, but not exceeding the actual amount charged for the service.

If an air ambulance is used in non-emergency situations, payment will be made up to the amount equivalent to what ground ambulance service cost would have been.

- b) In the case of emergency ambulance outside Manitoba, the Travel Health Plan will provide first coverage. The Extended Health Ambulance Benefits would provide secondary coverage up to \$250.00 for each eligible trip, if required.

2. Hospital Benefits

Coverage is provided for the hospital's additional charge for a semi-private room in any Manitoba hospital (the Government plan covers standard ward charges) and payment for additional semi-private charges by hospitals outside Manitoba at the rate in effect at that time in the Province of Manitoba.

If a subscriber requires diagnostic testing or treatment, on the recommendation of a medical practitioner, at a Manitoba hospital located more than 60 kilometres from the subscriber's home, and if the subscriber is placed in a recognized medical hostel associated with the hospital, Blue Cross will pay the reasonable and customary per diem charge for such hostel accommodation.

In addition, the Extended Health Benefits Plan shall pay for **80%** of eligible health care services listed below subject to the terms and conditions of the contract.

Note: Annual maximums are effective for each calendar year.

Eligible Health Care Service	Description of Coverage	Max per person per year (unless noted otherwise)
Accidental Dental Treatment	Required as a result of accidental injury where natural teeth have been damaged or broken or a dislocated jaw requires setting. Treatment must start within 90 days of the accident.	
Athletic Therapy	Services rendered by a Certified Athletic Therapist.	\$100
Breast Prosthesis and Surgical Bras	Upon the written prescription of a physician.	\$350
Cardiac Rehabilitation	For cardiac patients when prescribed by the attending physician after myocardial infarction, coronary bypass surgery, or valve replacement or for the management of angina pectoris or other diagnosed cardiac disease.	\$350
Chiropractic	Services rendered by a Chiropractor.	\$350
Clinical Psychology	Charges of a registered Clinical Psychologist.	\$350
Hearing Aids	Purchase or repair when prescribed by an Otologist or Audiologist. <i>(charges for regular maintenance, batteries or recharging devices are not eligible)</i>	\$1,000 during any 5 consecutive year period
Massage Therapy	Services rendered by a licensed Massage Therapist.	\$350
Nutrition Counseling	Services provided by a registered dietician when you are referred by a physician.	\$350
Orthotics	When prescribed by a physician, physiotherapist, or podiatrist.	\$350
Physiotherapy	Diagnosis and treatment by licensed Physiotherapist. <i>(excludes diagnostic x-rays and examinations)</i>	\$350
Podiatry	Diagnosis and treatment by licensed Podiatrist. <i>(excludes diagnostic x-rays and examinations)</i>	\$350
Private Duty Nursing	Services provided in a hospital by a professional nurse (not an employee of the hospital) when recommended by a physician. Charges for nursing visits in the home of the subscriber by a professional nurse (not a relative) during the 12 months following discharge from the hospital for services consistent with in-patient treatment.	\$3,000
Prosthetic Appliances and Remedial Equipment	When, as a result of illness or accidental injury, and when prescribed by a physician, <u>occupational therapist, physiotherapist, or Athletic Therapist</u> , charges are incurred for: - artificial limbs and eyes, splints, trusses, braces, lumbar-sacro supports, corsets, traction equipment, knee braces, cervical collars, surgical elastic stockings, crutches*, casts*, canes* (*do not require prescription from physician.)	No limit
Orthopedic Shoes & Modifications to Orthopedic Shoes	<u>Orthopedic shoes custom made from a mould, orthopedic shoe modifications or stock shoes which are modified to accommodate, relieve, or remedy a mechanical foot defect or abnormality (excludes orthotics or insoles, removable or permanently-affixed).</u>	\$300
Rental or Purchase of Equipment	For rental or purchase costs of an iron lung, wheelchair, hospital-type bed or respirator, when prescribed by a physician. Rental or purchase of other prescribed medical equipment.	Lifetime max \$1,000/item Lifetime max \$250/person
Travel Protection <i>(separate from Travel Health Insurance)</i>	Medical, surgical, and hospital service charges resulting from an emergency illness or injury when you are travelling outside Manitoba. Claims are paid in Canadian dollars at the exchange rate in effect when the claim was incurred.	\$2,500
Wigs or Hairpieces	When necessitated by illness or accidental injury, and upon the written prescription of a physician.	Lifetime max \$1,000/person

Vision Care Benefit

The Vision Care benefit to employees and each eligible dependant shall be to a maximum of \$400.00 once every 24 consecutive month period for each family member. The plan includes:

- eyeglasses (frames and/or lenses including contact lenses) which are prescribed as a result of an eye examination by a licensed medical doctor, ophthalmologist or optometrist, and which are purchased while coverage is in force;
- repairs to existing glasses (frames and/or lenses);
- charges for fitting of safety glasses;
- the cost of eye examinations (one exam every 24 consecutive months);
- laser eye surgery.

The vision care benefit does not cover the following:

- charges for fitting of eyeglasses (other than safety glasses);
- non-prescription safety glasses;
- charges for expenses covered in whole or in part by the Workers Compensation Board, or any other agency or department of any federal, provincial, or municipal government, or any third party.

Prescription Drug Plan

The Prescription Drug Plan provides coverage for 80% of annual (April 1 to March 31) prescription drug expenses (listed (formulary) and de-listed (non-formulary) drugs, serums, injectibles and insulin) up to the maximum of each employee's Manitoba Pharmacare Annual Deductible amount.

A Claimsecure pay-direct prescription drug plan card is provided.

Effective April 1, 2013, the dispensing fee cap increased to \$9.50. The dispensing fee cap will be increased every two years from that date to reflect the average increase (if any) to dispensing fees charged in Manitoba, based on actual claims experience of Hydro employees. This cap does not apply to "compound prescriptions".

The plan does not cover vitamins and vitamin preparations (unless injected), patent or proprietary drugs and "over the counter" drugs, fertility drugs and anabolic steroids. The plan covers smoking cessation products to a maximum of \$350 per contract.

The parties will review the impact of a change in the amount of the deductible in provincial Pharmacare design if the change results in an increased cost to the Corporation for prescription drugs of 5% or more. The purpose of this review is to mitigate the impact of the Pharmacare change on the Corporation. If a mutually agreeable resolution is not reached within 45 days of the change, the issue will be referred to an independent third party for resolution.

Dental Plan

Coverage is as follows – subject to plan restrictions:

Basic:	90% reimbursement of costs
Major:	75% reimbursement of costs
Orthodontics:	50% reimbursement of costs to a lifetime maximum of \$2,000/dependent child up to the age of 19.

- The maximum coverage for all dental claims in a calendar year is \$1750/person (including orthodontics).
- When both spouses are employed by Manitoba Hydro, or if an employee and the employee's spouse are provided with similar dental benefits under any other dental plan, payment of benefits shall be coordinated and/or reduced to the extent that total benefits payable do not exceed 100% of the actual incurred expenses.
- Pre-treatment authorization is required if treatment will cost more than \$500.00 and in all cases of orthodontic services.
- Termination or suspension of coverage:
 - as outlined in Appendix D, or
 - in the case of orthodontic coverage, when a dependent child attains 19 years of age.

Except, where an impression for a denture has been taken before the termination or suspension of coverage date and the denture is installed after the termination or suspension of coverage date, dental services in connection with this procedure and incurred within 30 calendar days after the termination or suspension of coverage date, are eligible for coverage.

Coverage is reinstated upon return from leave, if previously eligible as outlined in Appendix D.

- The fee guide is the Manitoba Dental Association Fee Schedule in effect at the time services are rendered.
- The plan year consists of 12 consecutive months commencing January 1st. Payment for coverage will be based on the year that services are rendered.

1. **Basic Dental Benefits** (90% reimbursable up to a maximum limit)

- Oral examinations, cleaning of teeth, fluoride treatments and bite-wing x-rays: twice in any calendar year, but not more than once in any 5 month period.
- Full-mouth series of x-rays: once every 24 months.
- Extractions and alveolectomy (bone work) at time of tooth extraction.
- Dental surgery.

- General anesthesia and diagnostic x-ray and laboratory procedures required for dental surgery.
- Amalgam, silicate, acrylic and composite fillings.
- Necessary treatment for relief of dental pain.
- Cost of medication and injections given in the dentist's office.
- Space maintainers for missing primary teeth and habit-breaking appliances.
- Consultations required by the attending dentist.
- Surgical removal of tumors, cysts, neoplasms.
- Incision and drainage of abscess.
- Endodontics (root canal therapy).
- Periodontal treatment (gum and tissue treatment).
- Relines, rebases and repairs to existing dentures.

2. Major Dental Benefits (75% reimbursable up to maximum limit)

- Provision of crowns and inlays (once per tooth every 5 calendar years).
- Provision of an initial prosthodontic appliance (e.g. fixed bridge restoration, removable partial or complete dentures).
- Replacement of an existing prosthodontic appliance if:
 - it is over 5 years old and cannot be repaired; or
 - it is a temporary one installed after the employee first became covered by the plan (in this instance the replacement is considered a permanent one); or
 - it is required due to the installation of an initial opposing denture after the date the employee became covered by the plan; or
 - it is required as the result of accidental injury after the employee became covered by the plan; or
 - the extraction of additional teeth, after coverage has begun, requires a new appliance. If the existing appliance can be made serviceable, only the expense for the portion required to replace the teeth extracted is covered.
- Procedures involving the use of gold, only if such treatment could not have been carried out with the use of a reasonable substitute consistent with generally-accepted dental practice. Where the use of gold is optional, the covered expense will be that of the customary substitute.

3. Orthodontic Dental Benefits (For dependent children up the age of 19) 50% reimbursable up to maximum lifetime limit.

Orthodontic treatment including braces and corrective devices.

Treatment plans for orthodontic services normally specify an initial fee, and monthly or quarterly fees for ongoing treatment. The plan will provide reimbursement towards the initial fee and ongoing services, as they are received. The plan will not pay in advance for orthodontic services not yet received. Braces must be in place prior to the dependent's 18th birthday.

4. Dental Expenses Not Covered by Plan *(not an exhaustive list)*

- Cosmetic treatment, experimental treatment, dietary planning, instruction in plaque control, oral hygiene instructions, congenital or developmental malformation.
- Expense of dentures which have been lost, mislaid or stolen.
- Charges made by a dentist for broken appointments or for completion of claim forms.
- Treatment furnished without charge, or paid for directly or indirectly by any government agency or for which government legislation prohibits payment of benefits.
- Dental treatment as required as a result of any self-inflicted injury, war or engaging in a riot or insurrection.
- Injury sustained by employees while working for pay or profit other than with Manitoba Hydro.
- Any portion of dental expense covered under Workers Compensation or some similar program.
- Services to which the patient is entitled without charge, or for which there would be no charge if there were no coverage.
- Services or portions thereof provided under government sponsored programs.

Travel Health Insurance Coverage

Travel health care coverage for emergency medical, surgical, and hospital services and related expenses incurred outside your province of residence as a result of an unexpected accident or illness. Eligible charges are those in excess of the amount payable by your provincial health plan. Coverage is 24 hours per day, year-round, and worldwide.

To be eligible, employee must be registered with and entitled to benefits from Manitoba Health.

Benefits are applicable to **emergency** treatment only and are payable with no overall maximum, although some specific treatments/services may have associated maximums as outlined in Corporate Policy P521-1.

Plan exclusions and limitations are outlined in Corporate Policy; of note, however, the plan does not provide coverage when travelling outside Manitoba for:

- medical treatment, or
- educational purposes

Coverage is limited to 90 days when travelling outside of Canada on:

- a paid or unpaid leave of absence,
- an employee exchange,
- any other similar absence.

A student is not covered when attending a learning institution full-time outside of Canada.

Health Spending Account

1. Health Spending Account

Established for all status employees, with the exception of full-time students. Employees will be able to apply for reimbursement of eligible health care and dental expenses for themselves and their dependents.

- The Health Spending Account will be credited with \$550 per calendar year.
- Eligible expenses include professional medical services, dental services, prescription drugs, eye glasses, etc., that are allowable under the Income Tax Act but are not covered by any other plan.
- Employees and their dependents will not be eligible for reimbursement if expenses are recoverable from another source (e.g., Extended Health Care plan, Dental plan, Pharmacare, provincial health insurance plan, or any other medical plan). The dollars in the Health Spending Account must be used in the calendar year in which they are allocated. There will be no carryover of the account balance into the next calendar year.
- Upon submission of a claim, employees will be reimbursed for expenses incurred in the calendar year. If the Health Spending Account balance for the current calendar year has been used up, and an employee has outstanding eligible expenses, these expenses may be carried forward to the next calendar year for reimbursement.

2. Retiree Health Spending Account (RHSA) will be credited as follows:

- The Retiree health Spending Account (RHSA) will be credited with \$659.34 per year for CUPE Local 998 members who retire on or after January 1, 2013. The RHSA will be indexed by 2.5% on January 1 of each year.

Benefit Credit Purchase

- a) All employees (except term employees) working at least 50% of full time hours are eligible to participate in the Benefit Credits Program.

- b) Employees will receive 5 days of benefit credits which may then be allocated to the employee's Health Spending Account or to vacation credits, or a combination of the two.

Employees who elect to allocate all benefit credits to vacation will accrue vacation based on F2.3 of the collective agreement. This vacation must be used as specified in f) below.

Employees who allocate some or all benefit credits to supplement their Health Spending Account will accrue vacation based on the table below. Accrual rates will be adjusted on the first pay period of the fiscal year following enrollment (i.e., the pay period which includes April 1). The lower accrual rate will be reflected in the employee's vacation entitlement the following fiscal year. Vacation must be used as specified in f) below.

- c) Employees must enroll during a time period (enrollment window) specified and announced on an annual basis.
- d) Employees may allocate benefit credits in increments of value equal to vacation days (full days only) to supplement their Health Spending Account balance. Employees may elect to allocate a maximum of 5 full days worth of additional credits. Credits equivalent to the dollar value of a vacation day will be calculated based on the employee's hourly rate on the date the enrollment window closes, multiplied by 7.92 hours.
- e) Benefit credits will be allocated to the employee's Health Spending Account by April 1st following enrollment. Once credits are allocated to the Health Spending Account, the normal rules for HSA use apply (credits do not carry forward into the next calendar year, although expenses may be carried forward one calendar year).
- f) Employees will be required to use 5 days vacation per fiscal year (if not allocating any credits to Health Spending Account), or the number of days **not** allocated to Health Spending Account (see table below). If employees do not take the mandatory minimum amount of vacation, they will lose the unused portion at the end of the fiscal year.

The mandatory minimum vacation usage will be effective in the vacation year in which the vacation entitlement is affected (for example, if enrollment period is in February 2013, the additional credits are received in April 2013. Vacation accruals are adjusted at the beginning of the 2013/14 fiscal year, and vacation entitlement is adjusted in April 2014. In this example, the employee must use the specified minimum amount of vacation in fiscal year 2014/15).

- g) If an employee terminates employment (including retirement) after receiving additional Health Spending Account credits in lieu of accrued vacation, the employee's accrued and/or banked vacation balances will be adjusted accordingly at time of separation.

VACATION ACCRUALS

(in 24 pay periods)

# Days worth of credits allocated to HSA	Years of Service	Vacation Days	Vacation Hours	Accrual Rate/hr*	Mandatory vacation usage (in days)
1	0-2.999	14	110.88	0.0627	4
1	3 - 9.999	19	150.48	0.0851	4
1	10 - 19.999	24	190.08	0.1075	4
1	20+	29	229.68	0.1299	4
2	0 - 2.999	13	102.96	0.0582	3
2	3 - 9.999	18	142.56	0.0806	3
2	10 - 19.999	23	182.16	0.1030	3
2	20+	28	221.76	0.1254	3
3	0 - 2.999	12	95.04	0.0537	2
3	3 - 9.999	17	134.64	0.0761	2
3	10 - 19.999	22	174.24	0.0985	2
3	20+	27	213.84	0.1209	2
4	0 - 2.999	11	87.12	0.0493	1
4	3 - 9.999	16	126.72	0.0716	1
4	10 - 19.999	21	166.32	0.0940	1
4	20+	26	205.92	0.1164	1
5	0 - 2.999	10	79.20	0.0448	0
5	3 - 9.999	15	118.80	0.0672	0
5	10 - 19.999	20	158.40	0.0896	0
5	20+	25	198.00	0.1119	0

* Accrual rates shown are rounded. Actual accrual rates may differ slightly.

APPENDIX D - BENEFITS ON LEAVE

Health Plans: Dental, Extended Health Benefits, Claim Secure Prescription Drug Plans and the Health Spending Account

Eligibility: Status employees (except for full-time students) and eligible dependants

LEAVES	HEALTH POLICIES
Adoptive Leave	Coverage continues as usual.
Compassionate Leave	Coverage continues as usual.
Ear and Eye Examination	Coverage continues as usual.
Education - Not exceeding 18 weeks - Exceeding 18 weeks	Coverage continues as usual.
External Assignment Leave (Corporation Pays)	Coverage continues as usual.
External Lecture Work	Coverage continues as usual.
Jury or Court Witness Duty - Subpoenaed	Coverage continues as usual.
Jury or Court Witness Duty - Non-Subpoenaed	Coverage continues as usual.
Lay-off	Coverage continues for first 45 days then eligibility for the benefit is suspended until the employee returns to work.
Leave of Absence Without Pay Leading to Retirement	Coverage stops.
Long Term Disability (LTD) - Partial Benefit	Coverage continues as usual.
Long Term Disability (LTD) - Total Benefit	Coverage continues as usual.
Maternity - Plans A, B & C	Coverage continues as usual.
Military Training - 10 Days	Coverage continues as usual.
Military Training - Operational Mission	Coverage continues for the first 30 days then eligibility for the benefit is suspended until the employee returns to work.
Northern Transportation and Rollover Leave Travel Days	Coverage continues as usual.
Northern Service	Coverage continues as usual.
Overtime - Banked	Coverage continues as usual.
Overtime - Exchange	Coverage continues as usual.

LEAVES	HEALTH POLICIES
Parental Leave	Coverage continues as usual.
Personal Leave (without pay)	Coverage continues for the first 30 days then eligibility for the benefit is suspended until the employee returns to work.
Political Leave - Campaign	Coverage continues as usual.
Political Leave - Elected	Coverage is suspended until the employee returns to work.
Pre-Retirement	Coverage continues as usual.
Professional Development	Coverage continues as usual.
Religious Holiday	Coverage continues as usual.
Relocation	Coverage continues as usual.
Rollover - Biweekly - Hourly	Coverage continues as usual.
Self-Funded Leave	Coverage continues as usual.
Sick (With or without credits)	Coverage continues as usual.
Suspension (without pay)	Coverage continues for first 30 days then eligibility for the benefit is suspended until the employee returns to work.
Travel Time from the North - Medical - Vacation	Coverage continues as usual.
Union	Union pays for a portion of the benefits for the full-time president.
Vacation	Coverage continues as usual.
Workers Compensation - Make-up Pay - From WCB - From Manitoba Hydro - Actual Hours Worked	Coverage continues as usual.

APPENDIX E - WORKFORCE ADJUSTMENT STRATEGY

A. Strategy and Guiding Principles

Manitoba Hydro will continue to make adjustments to its operations in response to the changing business environment and changing customer expectations. To this end, each Business Unit and the Corporate Unit will, on a continuous basis, review its business operations to determine optimum core business functions, how work can be best accomplished, and what are the necessary staffing requirements. This Workforce Adjustment Strategy will apply to staff impacted by such business changes including organizational, technological, and staff rationalization. Each situation will be assessed on its own merits and a customized approach will be adopted selecting alternatives available in the Workforce Adjustment Strategy.

In keeping with the ideals of a quality work environment and organization, the full cooperation of the Corporation, bargaining units and employees will be required to successfully implement this Workforce Adjustment Strategy. It will call for consultation, flexibility, open communication and sensitivity by all.

The Guiding Principles for the Corporation and the bargaining units are:

- treat employees with dignity and respect;
- expedite the placement of employees;
- minimize the disruption and impact to all employees and the Corporation;
- provide alternate employment opportunities to employees who are willing to accept reasonable changes; and
- provide alternative solutions to affected employees.

It is recognized that the Corporation cannot guarantee the continuation of a specific position or job.

When determining the most appropriate strategy for individual employees (placement, retraining, voluntary separation, displacement, bumping, termination, etc.), the following factors will be considered:

- the employee's service with the Corporation;
- the availability of suitable alternate employment within the Corporation;
- the skills, knowledge, abilities and qualifications of the employee;
- the desires and aspirations of the employee;
- the employee's current working conditions, location and career path;
- the employee's retraining potential and the availability of work;
- the employee's personal circumstances (for example: schooling of children, working spouse, family medical/health considerations, housing, etc.);

- employee retirement eligibility and plans;
- outside business/employment opportunities.

A joint Workforce Adjustment Committee will also be established and will meet on an as required basis to assist with the placement of affected employees in their jurisdiction (see Attachment "A").

To reduce the impact on employees and to provide possible opportunities for employees through attrition, the Corporation will:

1. ensure that all possible placement opportunities are identified for the placement of employees. Each vacancy will be reviewed to determine if it presents a potential placement or retraining opportunity for an employee in a redundant position;
2. consider employees for temporary employment opportunities prior to hiring external candidates;
3. consider job sharing, job shaping and other flexible work arrangements for interested employees.

B. Process

Declaring Positions Redundant:

Positions in the CUPE 998 bargaining unit will be declared redundant based upon the terms of their collective agreement.

Where a work unit is being relocated, employees who have legitimate reasons acceptable to the Corporation for not being able to relocate will have the option to be treated as if their position has become redundant.

Notice:

Employees in redundant positions will be provided with as much advance notice as possible but not less than 90 days prior to their redundancy date.

C. Workforce Adjustment Strategy Features

1. Placement in a Vacant Position

Every effort will be made to secure employees with employment at the same or equivalent classification level and within their current headquarters zone location. However, it is understood that employees may have to consider other available employment opportunities in order to secure ongoing employment. The Corporation will review the appointment of employees in the CUPE 998 jurisdiction with the bargaining unit prior to implementation.

Employees who are transferred through restructuring will be given preferential placement treatment if a position at the same classification level becomes available in another Business Unit or the Corporate Unit. This treatment will apply for 3 years after the initial transfer.

2. Retraining

Retraining could include on-the-job training, academic, or other training of generally less than one year's duration, intended to enable employees to qualify for known or anticipated vacancies. Each situation will be reviewed by the Corporation on an individual basis. See Attachment "B" on Retraining.

The Retraining Development Plan may include use of existing training opportunities such as apprenticeship training, in-house training, course rebate program, external courses and seminars. A separate Workforce Adjustment Retraining fund of \$3 000 per employee for external training expenses may be available to meet Retraining objectives.

This program will be applied on a case specific basis subject to the approval of line management and will be available only to Manitoba Hydro full-time status employees (excluding term employees) who meet the following eligibility requirements:

- the employee's position is declared redundant;
- the employee is displaced or bumped from his/her job by a redundant employee;
- the employee has demonstrated retraining potential for the job under consideration; and
- the employee is interested in pursuing the retraining opportunity.

3. Voluntary Separation Plan

Employees may be eligible for the Voluntary Separation Plan (3 weeks of pay for each complete year of service with the Corporation up to a maximum of 52 weeks of separation payment) if they:

- 1) are in a position that has been declared redundant; or
- 2) are displaced or bumped by an employee from a redundant position; or
- 3) offer to resign with an employee from a redundant position being placed in the available vacancy, and the offer is accepted by Management.

Employees who have been approved for the Voluntary Separation Plan may also be eligible for 50% of their wage costs saved by the Corporation if employees resign prior to their redundancy date and their function can be discontinued on their resignation date and no additional costs are incurred by the Corporation.

Unless otherwise approved by the Corporation, an employee must work up to their redundancy date to be eligible for the voluntary separation plan.

With Corporate approval, employees may also be eligible to use vacation credits, sick leave vesting credits, severance credits, long service recognition credits, overtime credits or banked vacation credits as leave with pay beyond their redundancy date.

The approval authorities for the Voluntary Separation Plan are the President and Chief Executive Officer for the Corporate Unit and the Vice-Presidents for the Business Units.

Separation payment is intended to be compensation for loss of office and represents compensation for both lost wages and lost benefits. Such payment will be based on Corporate service and the employee's basic earnings on the last day of work.

A completed general Release must be signed by the employee prior to release of any separation payment.

4. Other Business/Employment Opportunities

Following the Corporation's review and assessment and consultation with the bargaining unit as required by the collective agreement, a decision is reached by the Corporation to contract out work, the Corporation may consider the following:

- assist affected employees to establish their own business by means of business counselling and the provision of available tools at low cost, equipment and inventory, minimum time guarantees; and/or
- ensure employees are given first consideration for available work with the contractor.

Employees would also be eligible for the Early Retirement Incentive Program or the Voluntary Separation Plan or salary subsidies for up to one year.

5. Out-Placement Counselling

Affected employees will be provided with retirement, financial, business and/or out-placement counselling services as required to assist them in their adjustment period, at the Corporation's expense (maximum of \$2000.00 per employee).

6. Salary Treatment (G530)

A redundant employee or an employee affected by a technological or organizational change, who is displaced or bumped who bids, is placed, transferred, bumps or is recalled to a lower classification, will be afforded salary protection. This protection provides for salary progression and general salary adjustments based on the former classification as long as the employee remains in the classification they were placed or one of equal pay.

7. Displacement and Bumping

Should any employees fail to secure alternate employment and there is no separation plan prior to their redundancy date, displacement/bumping options identified in Attachment "C" will apply.

Attachment “A” - PLACEMENT

Business Unit Responsibility

Each Business Unit will take initial primary responsibility for the placement or retraining of employees whose positions have been declared redundant within their Business Unit. The Business Units will advise Human Resources and the bargaining units of position vacancies and with the names, locations and classifications of employees declared redundant. Other Business Units will be made aware of available employees and their skills, abilities, qualifications, etc. All Business Units, the Corporate Unit, and the bargaining units will cooperate in joint efforts to redeploy or retrain employees for available employment opportunities.

Each Business Unit will coordinate workforce adjustment situations in their areas of responsibility, liaise with other Business Units and Human Resources on placement opportunities, and counsel/assist redundant employees. Such assistance will include:

- discussion of the redeployment procedure;
- preparation of a skills inventory and resume;
- interview preparation;
- employee's rights and obligations;
- alternatives available to employees;
- referrals to E.A.P., financial or employment counselling;
- advising other areas of the Corporation of available employees.

Workforce Adjustment Committee Responsibility

A joint Workforce Adjustment Committee will be established and will meet on an as required basis to develop plans to deal with unusual situations and difficult placements that are referred by the Business Units or the Corporate Placement Officer.

Membership will be as follows:

- one bargaining unit staff representative;
- three union employee representatives;
- one Management representative from each Business Unit;
- the Corporate Placement Officer; and
- an Industrial Relations Officer (resource only).

These Committees will review such cases and recommend the most appropriate option(s) for affected employees in their jurisdiction.

Management, Human Resources staff and union representatives will work closely with affected employees to assist them in arriving at the most appropriate redeployment plan and/or referrals to appropriate services.

Employee Responsibility

Employees affected by workforce adjustment are responsible for:

- actively seeking alternate employment opportunities;
- seeking information about their entitlements and obligations;
- providing information to the Corporation on their personal circumstances, skills, abilities, qualifications, aspirations, etc.;
- seriously considering job opportunities presented to them, including retraining, relocation, etc., and will not decline such opportunities without just and sufficient cause.

Employees in a Bargaining Unit have the right to be represented by a union representative in such considerations.

Corporate Placement Officer Responsibility

Where an employee is not placed within their Business Unit, the Corporate Placement Officer, in concert with all Business Unit(s) and other appropriate Human Resources staff, will review each case and recommend the most appropriate option(s) for the employee.

Placement Across Jurisdictional Lines

The Corporation may consider employees for placement into vacant positions that cross jurisdictional lines based upon the employees:

- service with the Corporation;
- qualifications, skills and abilities;
- past performance record; and
- past career progression and jurisdictional work with the Corporation.

Attachment “B” - RETRAINING

Premise

In accordance with P537 dated 2013 02 26 relative to Employee Development & Training, Manitoba Hydro is committed to the ongoing development of its employees to meet current and future job requirements. Where possible and feasible, eligible employees who are affected by reorganization and/or business change will be given the opportunity to undertake a planned retraining program for targeted vacancies to secure ongoing employment. Responsibility for retraining opportunities rests with line management to identify both redundancies and eligible employees. Responsibility is shared with the employee in the identification of a development plan and responsibility rests solely with the employee to fulfill the commitment of the development plan.

Responsibilities

Business Unit Management

Responsible for:

- development of a business plan for a functional area which will include the forecast of human resource requirements now and in the future;
- making every reasonable effort to retrain employees for existing vacancies or anticipated vacancies. Every attempt should be made to place affected employees in vacancies within the Business Unit;
- assessing each situation using a business case perspective and evaluating each employee's suitability as defined in scope of this program;
- planning, in concert with affected employees, a short-term developmental plan to equip employee with the minimum necessary skills/knowledge requirements for identified alternate positions;

Employees

Responsible for:

- planning, jointly with line management, a short-term developmental plan focusing on necessary skills/knowledge requirements for identified positions;

- utilization of personal time outside of normal work hours for the successful completion of identified development plan;
- meeting the requirements of the development plan as identified;
- ongoing developmental planning jointly with line management to continue to build and maintain competence in new position.

Human Resources Division

Responsible for:

- ongoing developmental planning jointly with the employee to build and maintain competence in new position;
- facilitation, communication and planning across Business Units relative to vacant positions and possible retraining opportunities;
- assisting in a skills assessment of employees identified for retraining opportunities;
- assisting in the developmental planning process with employees and line management to identify activities that will give necessary knowledge and skills to employee for new position;
- compilation and distribution of corporate human resource requirements as submitted by Business Units.

Relocation

Employees may be relocated to new position immediately to carry on partial duties which they are qualified to perform or may stay in former position until training plan has been completed and employee is fully competent to assume new duties.

In situations where an employee is required by the Corporation to relocate to a different geographic location, normal corporate benefits apply.

Attachment “C” - CUPE

1. The Business Unit will first attempt to place an employee within their headquarters zone and working conditions.
2. An employee's seniority, and not their status, will be the primary criteria in determining placement, displacement, bumping, or recall.
3. An employee who accepts retraining for a specific job and is placed in an equivalent classification will have that placement deemed permanent and will not be eligible to exercise their displacement or recall rights.
4. The process as identified in Article I 2 will form the framework in the placement, displacement, bumping, and recall process.

Across Jurisdictional Lines

On an individual case by case basis, the Corporation may initiate the displacement of employees across all jurisdictional lines in the Corporation based upon the employees':

- service with the Corporation (senior to displaced employee);
- qualifications, skills and abilities;
- past performance record; and
- past career progression and jurisdictional work with the Corporation.

The approval of the appropriate Division Manager(s) will be required. Consultation will take place with the Industrial Relations/Compensation Department and appropriate union(s) prior to initiating any displacements.

Employees who are displaced will be afforded the same treatment applicable to employees whose positions have been declared redundant.

APPENDIX F - JOB SHARING

Job sharing is defined as two employees sharing the duties and responsibilities of one full time position.

In April of each year, the parties will meet to review the Job Sharing Program.

General

1. Job sharing will be available only to status employees.
2. A full time position may be considered for job sharing at the request of the present incumbent or when the position is vacant.
3. Job sharing arrangements will require joint Corporate and Union approval prior to initial implementation and any subsequent replacement of one or both job sharing partners.
4. Job sharing will not be permitted or allowed to continue unless and until satisfactory arrangements are made to staff the balance of the job. An employee in a job sharing arrangement will be required, at the Corporation's discretion, to fill the position on a full time basis until a suitable job sharing partner is secured.
5. An employee who accepts a job sharing arrangement will not retain any rights to any previous positions held. Similarly the incumbent who shares that position will relinquish any further claim to the position to be shared.
6. A full time position may be withdrawn from job sharing by the Corporation when one of the persons sharing the position vacates the position, or, if in the opinion of the Corporation, the job sharing arrangement is not adequately meeting the needs of the Corporation, and a full time incumbent is required.
7. An Employee in a job sharing arrangement will be paid on an hourly basis and will accumulate service based on basic hours paid. Other conditions that apply are set out below with reference to specific Collective Agreement Articles.
8. Positions that become vacant as a result of a discontinued job sharing arrangement will be bulletined in accordance with the job posting provisions of the Collective Agreement.
9. An employee that is displaced as a result of a discontinued job sharing arrangement will be placed in accordance with Article I 2 provisions set out below.

Terms and conditions of the Collective Agreement will apply to job sharing arrangements with the following exceptions:

ARTICLE C1 - EMPLOYEE STATUS

1. An employee in a job sharing arrangement will be paid on an hourly basis; however, the employee will retain the Status held prior to the commencement of the job sharing arrangement.

ARTICLE C2 - HOURS OF WORK

1. The work schedule for a job sharing arrangement is subject to appropriate Corporate approval.
2. The hours of work will be in accordance with Article C 2.1 and may be any combination of daily or weekly hours or days of work as required to meet the full time requirements of the position.
3. The provisions of Articles C 2.11 and C 2.11.1 and C 2.11.2 will apply in the event a Right-of-Way Agent, Energy Service Advisor, or Marketing Representative position is shared.

ARTICLE D1 - OVERTIME

1. Time worked beyond an employee's scheduled share of the position will be paid at overtime rates in accordance with Article D 1 of the Collective Agreement except when additional time worked is at the employee's request in accordance with Article C 2.16, or when one partner vacates his/her share of the position and the remaining partner fills the position on a full time basis as provided in Item #2 of Article E 1 further in this Appendix.

Job Posting Criteria:

1. All jobs designated as "Staff" status are required to be posted in accordance with Article E 1.
2. All other jobs may be posted, however, they are not required to be posted. Should one of these jobs become staff status, they will be posted or a waiver of posting must be agreed to by the local.

ARTICLE E1 - JOB POSTINGS

1. Vacant complement positions which are approved for job sharing will be advertised internally in accordance with Article E 1 of the Collective Agreement on the basis of a planned job sharing arrangement.

2. When one of the incumbents vacates a job sharing position the Corporation may require the remaining incumbent to fill the job on a full time basis for an interim period pending the outcome of the Corporation's decision to:
 - a) give the remaining incumbent the option of assuming the position on a full time basis; or
 - b) with Union approval, continue a job sharing arrangement for the position in which case it would be advertised in accordance with Article E 1 of the collective agreement, on a job sharing basis; or
 - c) advertise the position on a full time basis in accordance with Article E 1 of the Collective Agreement.
3. Positions which are being job shared and are vacated by both incumbents will, if jointly approved, be advertised as a job sharing arrangement. If the posting fails to attract suitable applicants, the position will be re-advertised on a full time basis.

ARTICLE E2 - APPOINTMENTS AND PROMOTIONS

1. Article E 2 of the Collective Agreement will apply to selections to advertised job sharing positions subject to the successful applicant (s) and the Corporation mutually agreeing to the work schedule.
2. An employee relocating to share a position will be eligible for moving allowances as provided in Article E 2.2.1, prorated proportionate to his/her share of the job shared position.

ARTICLE E4 - INCREMENTS AND RECLASSIFICATION

1. An employee in a job shared position who is on semi-annual reviews will be eligible for an increment when he/she has worked the basic hours (958 hours) equivalent to 6 months.
2. An employee in a job shared position who is on annual reviews will be eligible for a increment when he/she has worked the basic hours (1916 hours) equivalent to 12 months.

ARTICLE F1 - CORPORATION HOLIDAYS

1. A job shared position will be eligible for Corporation holiday pay in accordance with Article F 1 of the Collective Agreement provided the position is staffed 15 days in the 30 calendar days preceding the holiday and on the last working day prior to and the first working day following the Corporation Holiday in accordance with Article F 1.5.1 of the Collective Agreement.

2. Employees in a job share position will receive Corporation Holiday pay prorated proportionate to the average basic hours each employee is paid.

ARTICLE F2 - VACATIONS

1. An employee will accumulate basic vacation credits and long service recognition credits in accordance with Articles F 2 and F 12 of the Collective Agreement.
2. Vacation credits will apply to the days or hours an employee would normally be scheduled to work under the job sharing arrangement.

ARTICLE F3 - SICK LEAVE

1. An employee will accumulate sick leave credits in accordance with Article F 3 of the Collective Agreement.
2. Sick leave credits will apply to the days or hours an employee would normally be scheduled to work under the job sharing arrangement.

ARTICLE F4 - LEAVES OF ABSENCE WITHOUT PAY

1. An employee will be eligible for maternity leave in accordance with Article F 6 and Appendix "B" (Maternity Leave) provisions of the Collective Agreement. An employee choosing Plan B provisions will receive a prorated benefit in accordance with Plan B, Item (4) for Status employees.

ARTICLE F4 - LEAVES OF ABSENCE WITH PAY

1. An employee will be eligible for compassionate leave for the days or hours he/she would normally be scheduled to work under the job sharing arrangement.

ARTICLE G2 - BENEFIT PLANS

1. A status employee in a job shared position will be eligible for the voluntary Ambulance and Hospital Semi-Private Plan, Extended Health Benefits Plan or Dental Plan and payment of prevailing premiums by the Corporation in accordance with Article G 2 of the Collective Agreement.

ARTICLE H2 - TRAVELLING TIME

1. An employee will be eligible for northern travel days in accordance with Articles H 2.7, H 2.8 and H 2.9 of the Collective Agreement on a prorated basis proportionate to his/her share of the job shared position.

Layoff, Bumping and Recall Procedures

1. Staff and Part-time status employees:
 - provisions of Article I 2 will apply.
 - cannot normally displace or bump, casual or term employees.
2. Casual or Student status employees:
 - no displacement or bumping rights.
3. Term status employees:
 - in accordance with Article C15.15.4 and C1.15.4.1 of the collective agreement.

ARTICLE I2 - RESIGNATION, LAY-OFF, PLACEMENT, DISPLACEMENT, BUMPING AND RECALL

1. An employee in a job shared position which is being deleted or in a position which is being removed from job sharing, will be eligible to be placed in accordance with the provisions of Article I 2 of the Collective Agreement.
2. A laid off employee will be subject to recall in accordance with Article I 2 in a full time or job sharing capacity.
3. Full time employees who are to be laid off will first be placed or be eligible to displace or bump a junior employee in a full time position.
4. If a full time employee is unable to displace or bump another full time employee, he/she will be eligible to displace or bump a junior employee in a job shared position.

ARTICLE J1 - NORTHERN TRANSPORTATION

1. An employee in a job shared position will be reimbursed for eligible northern transportation trips on a prorated basis proportionate to his/her share of the position.

APPENDIX G - GUIDELINES FOR HOLDING A BASE POSITION

The Corporation recognizes that there is mutual benefit when qualified employees fill temporary assignments. Accordingly, the Corporation will hold an employee's base position or provide a guarantee of ongoing employment (subject to the conditions set out in Section 4), at a level equivalent to their former base position, until the employee secures a permanent position.

Holding a Base Position

1. The Corporation will hold an employee's base position when they are appointed or selected to a temporary opportunity of two years or less.
 - 1.1 A base position may not be held, on temporary assignments of 2 years or less, when there is mutual agreement between management and the employee. (Employees will be provided with an opportunity to consult with their union representative prior to making a decision)
2. Where an assignment (or assignments) results in the employee vacating his/her base position for more than 2 years, it will be management's discretion as to whether to hold an employee's base position. This may occur when:
 - the original temporary assignment is greater than two years;
 - there is a request for an extension of an original temporary assignment; or
 - there are consecutive temporary assignments in different areas.

Divisional and Corporate Responsibilities

3. When an employee's base position is not held, the Division Managers of the sending and receiving Divisions will agree on who will be responsible for providing the employee with ongoing employment until the employee secures a permanent position. Agreement between the Divisions should be reached prior to the move taking place or extension being granted.
 - 3.1 If the Divisions are unable to provide ongoing employment at the conclusion of a temporary assignment they will provide HR (Human Resource Services Department) with information on placement efforts within the Divisions. HRS will use this information when providing Corporate assistance in obtaining ongoing employment for the employee.

Employee Rights & Responsibilities

4. When an employee's base position is not being held according to 1.1 or 2, the following conditions will apply:

- 4.1 The employee will not have Bumping or Displacement rights under their collective agreement.
 - 4.2 The employee is required to take all reasonable steps to secure ongoing employment by applying on all positions deemed comparable to his/her former base job by the Corporation.
 - 4.3 If the employee does not apply on comparable positions or turns down a job offer, the Corporation is no longer responsible for assisting the employee in securing ongoing employment.
3. When an employee voluntarily bids or accepts an appointment into a classification with a lower associated pay grade, the classification and pay grade of the new position will be considered the employee's base classification for placement purposes.

LETTERS OF UNDERSTANDING

1/2013-16	Provisions for a Full-Time Union President
2/2013-16	Thompson Hours of Work
3/2013-16	Modified Hours of Work - Credit and Recovery Services
4/2013-16	Modified Hours of Work & Work Schedule - Customer Contact Centre
5/2013-16	Northern Transportation Trips - Gillam
6/2013-16	Riel Station Special Travel Rate
7/2013-16	Allocation of Overtime in the Customer Contact Centre
8/2013-16	Cross-Jurisdictional Temporary Appointments

LETTER OF INTENT

1/2013-16	Attraction and Retention
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MEMORANDUM OF AGREEMENT

#1	Specific Benefit Provisions for Employee Participating in the Winnipeg Civic Employees' Benefit Program (WCEBP)
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LETTER OF UNDERSTANDING #1/2013-16
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

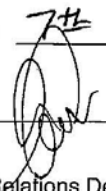
The individual's previous position with Manitoba Hydro will be held for three years. Beyond three years, the individual will be provided with a comparable position for which they are qualified and capable of performing. While in the Union President position, the individual's seniority will be considered 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 7th day of MARCH, 2014.


A. Calista
Manager
Employee Relations Department


C. Mravinec
President
CUPE



LETTER OF UNDERSTANDING #2/2013-16
Between
MANITOBA HYDRO
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 998

RE: THOMPSON HOURS OF WORK

This letter will set forth the understanding reached between the Canadian Union of Public Employees, Local 998 and Manitoba Hydro with respect to permanent modified hours of work for Thompson.

1. The basic daily hours of work for employees working in Thompson will continue to be 7 hours and 55 minutes (7.92 hours).
2. The biweekly pay period will continue to consist of 9 regularly scheduled working days.
3. Overtime will apply after 7 hours and 55 minutes per day, and employees will work 1 hour guaranteed overtime per day, resulting in total daily hours of 8 hours and 55 minutes (8.92 hours). Employees will be eligible for overtime meals if they work a minimum of 3 hours past their normal quitting time. In this case, the normal quitting time occurs after 8.92 hours of work and the guaranteed overtime portion does not count toward overtime meal eligibility.
4. Paid absences such as vacation and sick leave will be charged on the basis of 7.92 hours per day.
5. Corporation Holiday pay will be on the basis of 7.92 hours per day.
6. All other terms and conditions of the collective agreement will apply.

Agreed this 7th day of MARCH, 2014.

A. Calista
Manager
Employee Relations Department

C. Mravinec
President
CUPE



LETTER OF UNDERSTANDING #3/2013-16
Between
MANITOBA HYDRO
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 998

RE: MODIFIED HOURS OF WORK – CREDIT AND RECOVERY SERVICES

This letter will set forth the understanding reached between the Canadian Union of Public Employees, Local 998 and Manitoba Hydro with respect to modified hours of work in the Credit and Recovery Services area.

1. Credit and Recovery Services' hours of operation will be:

- 7:30 to 20:00 Monday to Friday, and
- 08:00 to 16:00 on Saturday.

Changes to the hours of operation will require Union concurrence.


2. Credit and Recovery Services staff will either be designated as "8-hour" or "12-hour" as follows:
- a. 8-hour staff work a schedule consistent with the 9 day work cycle and will include work on Saturdays on a rotational basis.
 - b. 12-hour staff will work 11.5 hour days plus "short days" as needed to ensure the correct number of annual hours. Employees working 12-hour shifts will be required to work either a Monday or a Friday plus two other days per week, according to a posted shift schedule. This schedule will be managed to ensure that scheduled work plus Corporation Holidays, are equivalent to the same hours worked by employees on a 9-day work cycle.

Assignment of the 12-hour designation will be done on a voluntary basis where possible. There will be no changes to an employee's designation (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 designation) without the mutual agreement of Management and the affected employee.


3. Work schedules will be designed to meet the needs of Credit and Recovery Services and will average 73.7 hours bi-weekly. A shift schedule will be posted as required.
4. Overtime rates will apply for work performed outside of the regularly scheduled hours.
5. An hourly shift premium in accordance with Article C3.5 will be paid for hours worked (excluding overtime) between 16:00 and 08:00 Monday to Friday. A shift premium will be paid for all hours worked on Saturdays (excluding overtime) to all employees. The shift premium rates will be in accordance with the collective agreement.

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) except when the Christmas and New Year's holidays occur on Saturday in which case employees otherwise scheduled to work will observe the holidays on those days.
7. 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 (11.5, 7.92 or 7.5).
8. 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).
9. All other terms and conditions of the collective agreement will apply.

Agreed this 7th day of MARCH, 2014.



A. Calista
Manager
Employee Relations Department



C. Mravinec
President
CUPE



LETTER OF UNDERSTANDING #4/2013-16

**Between
MANITOBA HYDRO**

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 998

**RE: MODIFIED HOURS OF WORK & WORK SCHEDULE –
CUSTOMER CONTACT CENTRE**

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 Contact Centre's hours of operation will be:
 - 07:00 to 23:25 Monday to Friday,
and
 - 08:00 to 16:00 on Saturday and Sunday (seasonal).
2. Contact Centre staff will be designated as either "7.92-hour" or "12-hour" as follows:
 - a) 7.92-hour staff works a schedule consistent with the 9-day work cycle and will include work on Saturdays on a rotational basis. The normal work day shall be (7.92 hours) between 07:00 and 18:00 as designated and approved by the appropriate Division Manager or departmental authority.
 - b) 12-hour staff work six 12 hour days per pay period (exclusive of a 30-minute unpaid lunch period) and 7.92 hours on Saturdays on a rotational basis. Hours of work will be 07:40 to 20:10, Monday to Friday, and 08:00 to 16:00 on Saturdays.


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.
3. The work schedules outlined in Attachment A are designed to meet the needs of the Contact Centre and the operational needs of customers. They will average 73.7 hours biweekly.
4. When 12-hour shift positions are temporarily or permanently vacated, the vacated shift will first be offered, by seniority, to current 12-hour shift employees. 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). 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. If a 12-hour shift position cannot be filled by an employee currently in the Contact Center it will be filled by posting according to the terms and conditions of the collective agreement

5. Overtime rates will apply for work performed outside of the regularly scheduled hours.
6. 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 23:25 Monday to Friday. This premium is only intended to apply to "12-hour" employees and employees whose scheduled hours of work do not fall within the normal working hours of 07:00 and 18:00. An hourly premium, equivalent to the shift premium in Section C, Article 3.5.2, will be paid for all hours worked on Saturdays (excluding overtime) to all employees.
7. 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) except when the Christmas and New Year's holidays occur on Saturday in which case employees otherwise scheduled to work will observe the holidays on those days.
8. 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.
9. 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).
10. All other terms and conditions of the collective agreement will apply.

Agreed this 7th day of MARCH, 2014.


A. Calista
Manager
Employee Relations Department


C. Mravinec
President
CUPE

Attachment A

8-Hour Shifts

7:00-15:30 standard Mon-Fri daytime
8:00-16:30 standard Mon-Fri daytime
8:30-17:00 standard Mon-Fri daytime
9:00-17:30 standard Mon-Fri daytime
15:30-23:25 gas service evening (no Saturdays)
8:00-16:00 rotating Saturday's
8:00-16:00 Sunday-Thursday seasonal gas service / Sunday's only
8:00 - 16:30 Tuesday - Friday and 8:00 - 16:00 Saturday
8:30 - 17:00 Tuesday - Friday and 8:00 - 16:00 Saturday
9:00 - 17:30 Tuesday - Friday and 8:00 - 16:00 Saturday

12-hour Shift

7:40-20:10 12 hr paid



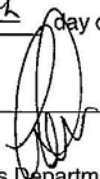
LETTER OF UNDERSTANDING #5/2013-16
Between
MANITOBA HYDRO
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 998

RE: NORTHERN TRANSPORTATION TRIPS - GILLAM

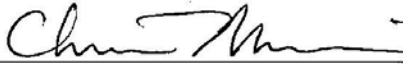
This letter will confirm the agreement between Manitoba Hydro and Canadian Union of Public Employees (CUPE), Local 998, with respect to northern transportation trips for employees with a Gillam headquarter zone.

The parties agree that dependant children of employees with a Gillam headquarter zone are eligible for northern transportation trips under J1.9 of the collective agreement effective the child's date of birth.

Agreed this 7th day of MARCH, 2014.



A. Calista
Manager
Employee Relations Department



C. Mravinec
President
CUPE



LETTER OF UNDERSTANDING #6/2013-16
Between
MANITOBA HYDRO
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 998

RE: RIEL STATION SPECIAL TRAVEL RATE

This letter will confirm the agreement reached between Manitoba Hydro and the Canadian Union of Public Employees, Local 998 with respect to a Riel Converter Station special travel rate.

Employees assigned to work at the Riel Converter Station will receive a special travel rate of \$5.50, for each day they are required and report for work at the station. This travel rate will not apply when Corporation transportation is available.

Agreed this 7th day of MARCH, 2014.

A. Calista
Manager
Employee Relations Department

C. Mravinec
President
CUPE



LETTER OF UNDERSTANDING #7/2013-16

Between

MANITOBA HYDRO

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 998

RE: ALLOCATION OF OVERTIME IN THE CUSTOMER CONTACT CENTRE

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 the allocation of overtime for employees in the Customer Contact Centre.

This agreement is being introduced on a trial basis for a minimum of two years from the date of signing. Representatives from both parties will, at the conclusion of the trial period, meet to discuss and agree upon the renewal/extension/termination of this LOU.

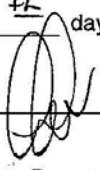
Overtime will first be offered to the classification that normally performs the work that is required to be done on overtime.

1. Special skills required to successfully complete the overtime work requirement will continue to be a primary factor in offering the overtime.
2. Employees currently classified as CSR IVs as of the date of signing will be grandfathered in that they will continue to be included in the allocation of overtime.


This LOU does not apply to "moves processing" overtime.

After the initial two year trial, the provisions may be discontinued by either party by providing 30 calendar days written notice.

Agreed this 7th day of MARCH, 2014.



A. Calista
Manager
Employee Relations Department



C. Mravinec
President
CUPE



LETTER OF UNDERSTANDING #8/2013-16
Between
MANITOBA HYDRO
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 998
RE: CROSS-JURISDICTIONAL TEMPORARY APPOINTMENTS

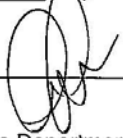
This letter will set forth the understanding reached between the Canadian Union of Public Employees, Local 998 and Manitoba Hydro with respect to cross-jurisdictional temporary appointments.

Prior to temporarily appointing non-CUPE members into the CUPE jurisdiction for periods of 12 months or less, the corporation will communicate the following and if necessary, engage in further discussions:


- Expected duration of the temporary assignment (including start and end dates)
- Reasons for the temporary assignment (operational, medical, etc)
- Name of the employee who is being temporarily assigned
- Name of the employee who is being temporarily replaced
- Location of the temporary assignment and classification
- Alternatives that were considered

The above will be communicated to CUPE providing them with a reasonable timeframe within which to review the information.

Agreed this 7th day of MARCH, 2014.



A. Calista
Manager
Employee Relations Department



C. Mravinec
President
CUPE

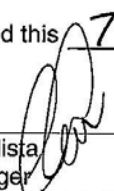


LETTER OF INTENT #1/2013-16
Between
MANITOBA HYDRO
and
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 998


RE: ATTRACTION AND RETENTION

This letter of intent shall confirm the parties' agreement that, prior to the end of the calendar year (December 31st, 2013), the Corporation shall carry out a review of the current effectiveness of our attraction and retention practices with respect to a limited scope of CUPE classifications. The Corporation shall undertake this review with the view to report its findings and/or any recommendations to CUPE no later than January 31st, 2014. The CUPE executive will be able to provide input at the initial stages of the review as well as an opportunity to discuss the findings prior to the Corporation's final conclusions. The parties acknowledge that this review does not provide any guaranteed financial commitment from the Corporation.

Agreed this 7th day of MARCH, 2014.



A. Calista
Manager
Employee Relations Department



C. Mravinec
President
CUPE Local 998



MEMORANDUM OF AGREEMENT #1
Between
MANITOBA HYDRO
and
THE ASSOCIATION OF MANITOBA HYDRO STAFF AND
SUPERVISORY EMPLOYEES
and
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 998
and
COMMUNICATIONS, ENERGY AND PAPERWORKERS, LOCAL 681
and
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL 2034

SPECIFIC BENEFIT PROVISIONS FOR EMPLOYEES PARTICIPATING IN THE
WINNIPEG CIVIC EMPLOYEES' BENEFIT PROGRAM (WCEBP)

This memorandum confirms the agreement reached between Manitoba Hydro, CUPE 998, IBEW 2034, CEPU 681, and AMHSSE relating to specific benefit provisions for employees who are participating in the Winnipeg Civic Employees' Benefit Program.

Employee participation in the WCEBP is the result of Manitoba Hydro's purchase of Winnipeg Hydro and the transfer of former Winnipeg Hydro staff to Manitoba Hydro in accordance with the Employee Transition Agreement of June 2002. Only former Winnipeg Hydro employees transferred at the time of acquisition are eligible for these specific benefit provisions.

They include:

1. Pension

Employees participating in the WCEBP are governed by and included in the pension plan benefits of the Winnipeg Civic Employees' Pension Plan. These employees are not eligible to participate in the Civil Service Superannuation Fund.

2. Long Term Disability:

Employees participating in the WCEBP are covered by the Winnipeg Civic Long Term Disability Plan.

Relative to this, some employees retained "bridging" sick leave credits for the expressed purpose of providing sick leave credits during the 6 month LTD waiting period. These bridging credits expire when 958 hours are accrued under the Manitoba Hydro sick leave plan or once they have been utilized to satisfy the LTD waiting period.

3. Life Insurance:

Employees participating in the WCEBP are covered by the Winnipeg Civic Employees' Group Life Insurance Plan.

Some members of this employee group also participate in an additional group life insurance plan with coverage in the amount of \$5,000 through Great West Life. Manitoba Hydro administers this coverage.

4. Severance Pay:

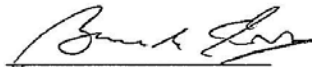
At the conclusion of the 2005/2006 negotiations, the Corporation and its Unions agreed to allocate 0.5% of benefit improvements to allow for the formation of the Enhanced Hydro Benefit Plan (EHBP). Since employees participating in the WCEBP are not eligible for either the Civil Service Superannuation Fund or the EHBP, they receive a benefit in kind.

This employee group will receive 5.75 hours of Severance Credits in 2007 and 9.6 hours of Severance Credits for each fiscal year thereafter. Part-time employees will receive prorated severance credits based on hours worked.

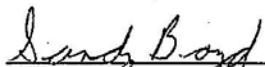
Although these severance credits are separate and distinct from the regular Corporate Service severance credits, they will be administered in the same fashion. These specific severance credits will only be paid at termination, retirement or death and will be accrued by this employee group regardless of their corporate service.

This letter represents an ongoing understanding between the parties and shall expire when all former Winnipeg Hydro employees have left the employ of the Corporation.

Agreed to this date: May 10, 2010



B. Evans
Employee Relations
Manitoba Hydro



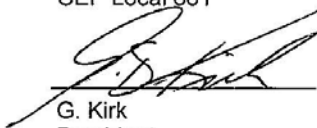
S. Boyd
President
CEP Local 681



M. Hadder
President
CUPE, Local 998



L. Kleven
Business Manager
Local 2034, I.B.E.W.



G. Kirk
President
AMHSSE

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