

MANITOBA HYDRO

-and-



THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 500

---

COLLECTIVE AGREEMENT

---

EFFECTIVE

December 18, 2002 to December 28, 2005

13137(01)

# **NEGOTIATING COMMITTEES**

## **FOR MANAGEMENT**

Darryl Bukoski

Deborah Cole

Ed McColm

Brenda Froese

Janet Mayor

Dori Chudobiak

## **FOR C.U.P.E. LOCAL 500**

Mike Mackinnon

Kyle Kulbaba

Paul Moist

Greg Mandzuk

**TERMS OF AGREEMENT  
GENERAL CONDITIONS  
(Applicable to all employees represented)**

**Names of Parties to this agreement**

**MANITOBA HYDRO  
(hereinafter referred to as "Manitoba Hydro")**

**OF THE FIRST PART**

**- and-**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500  
(hereinafter referred to as "the Union")**

**OF THE SECOND PART**



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## **ARTICLE 1      DEFINITIONS**

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Wherever used in this Agreement:

Plural or Feminine Terms whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

Permanent Employee means any employee of Manitoba Hydro who, having worked continuously for six months, is appointed to any position determined to be permanent by Manitoba Hydro.

Temporary Employee means any employee of Manitoba Hydro who is hired for any assignment of duty or project scheduled for termination in due course, or who is occupying any position not deemed permanent by Manitoba Hydro, but who has completed his or her six month probationary period.

Probationary Employee means any new employee of Manitoba Hydro who is in the process of fulfilling the initial six month probationary requirements.

Part-Time Employee means any employee of Manitoba Hydro who is required to work regularly but as a rule less than the weekly hours of work, as specified in Article 17, and who has established and who maintains seniority in accordance with Article 20, and who works in excess of the equivalent of 63 days in each calendar year.

Seasonal Employee means an employee of Manitoba Hydro who has fulfilled the probationary requirements and has maintained seniority as a seasonal employee and who is occupying any position which is, due to the seasonal nature of the work, subject to lay off and recall.

Student means an employee of Manitoba Hydro who is hired for limited term summer work on the understanding that he or she intends to return to school at the end of the season. Such employees will not establish seniority.

Public Holiday means any day or part of any day, which is stated as such in this Agreement, or one which is proclaimed as a public holiday by the Federal Government or Government of Manitoba.

Transfer of an employee means an appointment to a vacancy outside his or her normal line of promotion.

Appeal Board referred to in this Agreement shall consist of four members. Two of these will be appointed by the Union, and ~~two~~ by Management. In those cases pursuant to

Article 23-1 where agreement cannot be reached, the matter shall be referred to the President and Chief Executive Officer and his decision shall be binding on both parties. In those cases pursuant to Article 6 where agreement cannot be reached, the matter shall be referred to the Arbitrator in accordance with Article 6 of the Agreement.

Shift Workers are those employees who are engaged in any operation which requires them, on a regular basis, to work hours or days other than regular daily hours or regular days. For this purpose regular days means Monday to Friday.

## **ARTICLE 2      BARGAINING UNIT**

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Manitoba Hydro recognizes the Canadian Union of Public Employees, Local 500 as the sole and exclusive collective bargaining agent for all employees covered under Certificate No. MLB 3935 issued under the Labour Relations Act by the Manitoba Labour Board on the 31<sup>st</sup> day of August, 1983.

## **ARTICLE 3      RESPECTFUL WORKPLACE**

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3-1 Manitoba Hydro and the Union jointly affirm that every employee of Manitoba Hydro shall be entitled to a respectful workplace. The environment must be free of behaviours such as discrimination, harassment, reprisal, disruptive workplace conflict and disrespectful behaviour.

The principle of fair treatment is a fundamental one and both Manitoba Hydro and the Union will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well being or undermine work relationships and productivity.

In addition, the parties agree that a respectful workplace includes a safe and healthy workplace as defined by the ***Manitoba Workplace Safety and Health Act***.

### 3-2 Definitions

Although disrespectful behaviour, disruptive workplace conflict and harassment can be defined, in practice they overlap. The following definitions, although not all inclusive, have been designed to draw attention to the different types of concerns that may arise.

a) Disrespectful behaviour is improper behaviour that is unwelcome and inappropriate in the workplace. It may happen once or continue over time. It can include:

rude comments and swearing as well as spreading unfounded or misinformed rumours that damage people's reputations;

- actions that invade privacy or personal property or unwelcome gestures; and
- display or distribution of printed or electronic material that offends.

b) A disruptive workplace conflict is defined as an ongoing dispute or communication breakdown between two or more individuals that impacts their ability to work productively and cooperatively in the workplace.

c) Harassment is any behaviour that demeans, humiliates or embarrasses a person, and that a reasonable person should have known would be unwelcome. It includes:

- verbal abuse;
- actions such as touching or pushing;
- comments such as jokes and name calling;
- displays such as posters and cartoons; or
- abuses of power such as threats or coercion.

It may be a single incident or continue over time.

d) The Manitoba Human Rights Code prohibits harassment and discrimination related to the following characteristics: ancestry, race, ethnic or national origin, nationality, political belief, religion, family status, sex, including pregnancy, age, marital status, sexual orientation, source of income, and physical or mental disability.

The parties agree that there shall be no discrimination or harassment as defined by the Manitoba Human Rights Code. The parties further agree that there shall be no discrimination or harassment on the basis of place of residence and membership or activity in the Union.

3.3 Keeping in mind the principles of a respectful workplace as outlined in Article 3.1 and 3.2, issues shall be addressed quickly and thoroughly. At any time, all individuals shall have the right to Union representation. Individuals have the right at any time, to file a grievance under Article 31, to file a Manitoba Human Rights Commission complaint or to file a complaint under Manitoba Hydro's Discrimination and Harassment Free Guideline 597.

### 3.3.1 PROCESS

If this Respectful Workplace Article has been violated, the following process will apply:

#### Step 1 – Resolving the Problem on Your Own

Keeping in mind the principles of a respectful workplace, if possible, attempt to resolve the problem directly with the other party by:

- e Raising the issue with the other party in a timely manner.
- e Discussing the problem with them openly in an attempt to resolve the issue.
- Asking them to stop the offending behaviour.

If you want support or assistance in approaching the person, you may consult your supervisor, Union Steward, co-worker, Business Unit Human Resource Advisor or the Human Rights and Respectful Workplace Advisor.

If the issue involves your immediate Supervisor, you may contact the Business Unit Human Resource Advisor, the Human Rights and Respectful Workplace Advisor or your Union Representative. Discussions or resolutions in this Step are considered to be “without prejudice” to either party and will not be used by the parties at subsequent stages of this process or at other proceedings under Article 3.

If for any reason you are unable to approach the other person, or after approaching them, you do not feel the problem has been resolved, proceed to Step 2.

## Step 2 – Problem Solving

Report the issue to your immediate Supervisor. Business Unit Human Resource Advisor or the Human Rights and Respectful Workplace Advisor. You may request the help of a Union Representative if you wish. As soon as possible, the Supervisor, Business Unit Human Resource Advisor or the Human Rights and Respectful Workplace Advisor will conduct an assessment and attempt to resolve the issue in a problem solving and educational manner.

If unresolved, proceed to Step 3.

## Step 3 – Resolution of Issue

The immediate Supervisor or the Union Representative or the employee shall report the issue to the Manager or designate. The Manager, or designate, in cooperation with the Business Unit Human Resource Advisor or the Human Rights and Respectful Workplace Advisor shall attempt to resolve the issue.

Failing satisfactory resolution at this stage, individuals may exercise their rights under Article 31 – Grievances.

### 3.3.2 Directly to Step 3

Depending on the nature of the incident, Management or the Union has the right to proceed directly to Step 3. All matters involving violence will proceed directly to Step 3. Most other situations will begin at Step 1.

### 3.3.3 COMMUNICATION AND FOLLOW UP

Management will inform all parties of the progress of the issue during the course of its resolution. When the matter is resolved, Management will notify the parties of its resolution as soon as possible and will quickly follow up with action required to restore and maintain a respectful workplace.

### 3.3.4 MALICIOUS OR VEXATIOUS COMPLAINT

Anyone filing a malicious or vexatious complaint under Article 3 may be subject to disciplinary action.

### 3.3.5 REVIEW

Manitoba Hydro and the Union agree to meet no less than twice per year to review the viability of Article 3. If both parties agree, changes can be made to this Article prior to the expiry date of the Collective Agreement.

## **ARTICLE 4 EMPLOYMENT SECURITY**

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- 4-1 Where Manitoba Hydro forces and forces of the private sector perform identical functions on behalf of Manitoba Hydro and where Manitoba Hydro forces have demonstrated, through new or improved procedures and techniques, that they can provide such service at a cost equal to or less than the private sector, Manitoba Hydro would reduce the involvement of the private sector in such functions, or take such other steps, as desirable, in order to provide employment for surplus staff resulting from such improvement in procedures and techniques, subject to any contractual agreements governing such service being provided by the private sector.

## **ARTICLE 5 DURATION, REVISION AND TERMINATION OF AGREEMENT**

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- 5-1 This Agreement shall be binding upon the parties until December 28, 2005 and thereafter until replaced or terminated.
- 5-2 No changes to the Agreement shall have a retroactive effect unless specifically provided. This Agreement takes effect upon ratification by Manitoba Hydro and the Union.
- 5-3 Either party desiring to propose changes to this Agreement shall, between the period of 30 days and 90 days prior to the termination date, give notice in writing to the other party of the changes proposed. Within 30 days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement. This 30 day time limit may be extended by mutual agreement.

## **ARTICLE 6 CLASSIFICATION OF EMPLOYEES**

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6-1 All employees covered by this Agreement will be classified into six groups as follows:

- (a) Permanent employees
- (b) Temporary employees
- (c) Seasonal employees
- (d) Part-time employees
- (e) Probationary employees
- (f) Students

6-2 All evaluation and classification of jobs will be done using the Job Family Profile system. The Union shall be notified in writing of all new positions, reclassifications or revisions of present positions.

6-3 When an employee's job warrants reclassification, the incumbent will be reclassified temporarily. When another vacancy arises within the workgroup, it will be reclassified and posted. If the incumbent is not the successful applicant for the permanent job, the employee will return to his or her former base classification.

6-4 An employee may initiate a review of his or her classification or level by completing a Review Form and submitting it, along with supporting documentation, to his or her Department Manager. The Department Manager or delegate will provide the employee with the outcome of the review within 60 calendar days. If the employee is unsatisfied with the outcome of the review, he or she will have the right to pursue an appeal as described in Letter of Understanding #10/2002-2005 – Wage Harmonization - Miscellaneous.

6-5 The Manager, Human Resource Services, will decide whether there is sufficient supporting documentation to support an appeal. If not, additional supporting documentation will be required to advance the appeal. Once the documentation is complete, an Appeal Committee will be convened, consisting of 1 manager, 2 bargaining unit representatives, and a Chairperson from Human Resources.

6-6 The employee's Department Manager or delegate will attend the Appeal hearing. The employee has the right to have a bargaining unit representative attend to assist at the Appeal hearing.

6-7 The Appeal Committee will notify the employee(s) in writing of the Committee's decision, and the reasons for it, within 10 working days of the hearing.

6-8 The decision of the Appeal Committee will be final and binding.

## **ARTICLE 7      TRANSPORTATION, BOARD AND LODGING EXPENSES**

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7-1 Employees temporarily transferred or those whose duties require them to do work outside the City shall be provided with transportation and estimated expenses in advance, providing two days prior notice is given. They shall suffer no **loss** of time until their return. Any adjustment required in expense allowances will be made within five days of submission of receipts or vouchers and such receipts shall be submitted to the Supervisor immediately upon the employee's return. Advance payment of expense allowances will not be made to employees temporarily transferred to work at the Hydro Power Plants.

7-2 Employees at 223 James Street and 444 St. Mary Avenue will have the option of renting a parking stall at the Corporation's stated rate or receiving reimbursement from the Corporation for a City of Winnipeg monthly bus pass commencing January 1, 2004. It is understood that this option will be made available to employees where the cost to the Corporation of providing a parking stall equals or exceeds the cost of a monthly bus pass. Locations other than the aforementioned will be mutually agreed to by the parties. This provision will not include the new Downtown Office Building.

## **ARTICLE 8      INFORMATION TO BE PROVIDED**

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8-1 Manitoba Hydro shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit, wage rates, and currently assembled financial and actuarial information pertaining to pension and benefit plans.

8-2 The Union shall furnish Manitoba Hydro, by March 31<sup>st</sup> of each year, with a list of union executives and shop stewards of CUPE 500 - Winnipeg Hydro Unit.

## **ARTICLE 9      DRIVER'S LICENSES**

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9-1 The cost of the medical examination, including any eye examination, which may be required by the Province of Manitoba Motor Vehicle Branch will be paid for by Manitoba Hydro for all employees who are required to move Manitoba Hydro vehicles.



- 9-2 Employees will be compensated for successful completion of a road test to upgrade their driver's licence for the purpose of moving Manitoba Hydro vehicles.

## **ARTICLE 10 DEPARTMENTAL SUPPLEMENTARY RULES AND REGULATIONS**

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- 10-1 Upon request of either party, each Manager may negotiate rules and regulations governing special working conditions for the various occupations and classifications, which are supplementary to the general conditions of employment. These Supplementary Agreements shall specify the policy of Manitoba Hydro with respect to promotion and seniority and any other matters mutually agreed upon. Such supplementary rules and regulations shall not vary the intent or meaning of this Agreement.
- 10-2 Upon receiving a request from either party, negotiations will begin within 30 days or within a reasonable period of time that is mutually agreed upon.
- 10-3 Supplementary Agreements shall be subject to the approval of Manitoba Hydro. They shall be signed by the Manager of Employee Relations on behalf of Manitoba Hydro and by the Union Representative and authorized signing officers of the Local Unit on behalf of the employees.
- 10-4 When either party serves notice of termination of the General Agreement under Article 5-3, it shall also be a notice of termination of all Supplementary Agreements negotiated under Article 10, no matter what provisions for termination are contained in Supplementary Agreements. However, when the new General Agreement takes effect, all Supplementary Agreements, except insofar as they may be inconsistent with such new General Agreement, shall be revived and shall continue in force subject to variations that may be made under Article 10.
- 10-5 The terms and conditions in every Supplementary Agreement shall continue as long as the terms and conditions of the General Agreement remain in effect.

## **ARTICLE 11 HEALTH AND SAFETY**

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- 11-1 (a) Manitoba Hydro shall put into effect regulations, which will afford reasonable and adequate protection to employees engaged in hazardous work.
- (b) Joint Health and Safety Committees will develop and implement policies with respect to working in the cold.

- 11-2 Manitoba Hydro and employees shall adhere to the safety regulations. Manitoba Hydro shall enforce the regulations and shall maintain safety equipment in proper condition, and may test equipment at regular intervals.
- 11-3 Where it is deemed necessary by Manitoba Hydro, Manitoba Hydro agrees to establish Safety Committees which will consist of employee and management representatives in numbers authorized by Manitoba Hydro.
- 11-4 The Safety Committee shall meet no more than once each month and at the request of the Union or the Division Manager. Minutes of all meetings will be recorded and copies of the minutes shall be forwarded to the Division Manager and the Union

## **ARTICLE 12 FILLING OF VACANCIES**

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### Seniority

- 12-1 Vacancies and new positions shall be filled by the senior employee, determined as outlined in Article 12-2, who:
- (a) is able to meet the requirements of the position; and
  - (b) has the ability to fit himself or herself for further promotion where such ability is essential for the efficient functioning of the organization.
- 12-2 Employees will be ranked by seniority as follows:
- (a) Where the position is in a line of progression, applicants from within the Bargaining Unit and within the line of progression will be ranked using the following dates:
    - (i) Employees in the next grade junior to the vacancy who are applying for promotion, use their current classification seniority date in the Bargaining Unit.
    - (ii) Employees in the same grade as the vacancy who are applying for a lateral transfer, use their classification seniority date in the Bargaining Unit for the classification next grade junior to the vacancy.

- (iii) Employees in a higher grade than the vacancy who are applying for a demotion, use their classification seniority date in the Bargaining Unit for the classification next grade junior to their current classification.
- (iv) Employees who are applying for a lateral transfer or demotion and who do not have a seniority date for the relevant next grade junior, use their current classification seniority date.

The senior employee will be that Bargaining Unit employee within the line of progression with the earliest relevant seniority date.

- (b) Where there is no line of progression or where there are no qualified candidates from the same classification, or the next classification junior, or a classification senior to the vacancy, the senior employee will be that Bargaining Unit employee who has the earliest Bargaining Unit seniority date.
- (c) Bargaining Unit seniority shall be the ranking displayed on the Winnipeg Hydro seniority list dated September 5, 2002.

### **Lateral Transfer**

12-3 Lateral transfers will be allowed only after an employee has spent a minimum of one year in a position or a minimum of two years in a position after a lateral transfer, except where otherwise agreed between Manitoba Hydro and the Union. No more than one lateral transfer shall be allowed for each bulletined vacancy, except where otherwise agreed between Manitoba Hydro and the Union.

### **Process**

12-4 All vacancies and new positions which are permanent, or which can reasonably be predicted to be long term temporary and which may lead to a permanent appointment to the position, will be filled in accordance with Articles 12-1 and 12-2, by appointment or bulletin, and temporary vacancies in the classifications listed in Appendix 1.

12-5 Manitoba Hydro may appoint the Bargaining Unit employee who is senior in the next classification junior to the vacancy. If the senior employee declines the promotion, in writing, the next senior employee may be offered the vacancy.

- 12-6 Unless otherwise agreed between Manitoba Hydro and the Union, if a vacancy is not filled according to Article 12-5:
- (a) Manitoba Hydro will post a bulletin for the vacancy throughout Manitoba Hydro for a minimum period of 14 days. Applications will be accepted beyond the normal closing date in cases of sickness, vacations or other extenuating circumstances providing the selection has not been made.
- 12-7 Temporary vacancies for the classifications listed below will normally be filled by hiring new employees and such employees will accrue classification seniority.
- Labourer  
Skilled Labourer (to accrue seniority as Temporary Labourers)  
Clerk A  
Technical Assistant  
Office Cleaner  
Cook  
Staff House Worker
- 12-8 Any employee on compensation or sick leave will be notified by Manitoba Hydro of any vacancies bulletined within the Department.
- 12-9 Employees either on vacation or leave of absence in excess of 4 (four) consecutive weeks must indicate to their Supervisor or designate, in writing that they are interested in any specified vacancies that may occur during their absence. They will then be considered as an applicant for any vacancy in the specified position that may be bulletined in their absence.
- 12-10 Employees in positions which affect their health shall be given preference on application for bulletined positions provided the applicant can meet the requirements as outlined in Article 12-1 and it does not interfere with seniority rights of employees in the group.
- 12-11 Within 15 working days of an appointment, Manitoba Hydro shall write to the Union and all applicants to a bulletined vacancy notifying them of the name, and relevant seniority dates of the successful applicant to the bulletin.

## **Probation and Seniority Retention**

- 12-12 Employees transferred or promoted, shall retain seniority rights in the position which they held prior to such transfer for a period of six months. During this six month period they may return to their former position at their own request or at the request of Management, if found unsuitable, without loss of seniority or other accumulated rights, except for promotions which may have taken place during their absence and were dealt with in accordance with the provisions of this Collective Agreement.
- 12-13 Employees who are successful in filling bulletined positions, which are listed as temporary, shall retain seniority in the classification from which they came until the position in question either becomes permanent or is eliminated.

## **General**

- 12-14 The provisions of Article 12 may be further defined by Supplementary Agreement pursuant to Article 10-1. The parties may define lines of progression and may specifically agree, on a position by position basis, that temporary classification seniority is the next grade junior to permanent classification seniority.
- 12-15 Where a temporary position has been filled by an employee for a period of 24 continuous months, a review shall be then undertaken by Manitoba Hydro to determine the necessity of the position and whether it should be made permanent, terminated or extended as temporary. Manitoba Hydro may only extend a temporary position subject to agreement by the Union.

Manitoba Hydro shall prepare a semi-annual report on all temporary positions that have been filled for 24 continuous months. The report shall be tabled with the Joint Labour Management Committee each May and November for review. Recommendations for making temporary positions permanent shall be submitted to the Manitoba Hydro Executive Committee for implementation.

## **ARTICLE 13      DISCIPLINE**

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- 13-1 For employees who have not completed their initial six month probationary period, Manitoba Hydro will be the sole judge regarding any disciplinary action to be taken after any investigation Manitoba Hydro decides is sufficient. Manitoba Hydro may terminate probationary employees, at its sole discretion, provided it is not done in an arbitrary or discriminatory manner.

- 13-2 For employees who have completed their probationary period, Manitoba Hydro may temporarily suspend the employee pending a full investigation in cases of personal misconduct. In other cases, disciplinary action, including suspension or discharge, will take place only after a full investigation.
- 13-3 A full investigation will be conducted as follows:
- a) Manitoba Hydro will call a hearing by informing the employee and the Union of the complaint and advising of the time and place of the hearing.
  - b) Employees may make representation at the hearing on their own behalf or with the assistance of the Union.
  - c) Following the hearing, Manitoba Hydro may take disciplinary action.
- 13-4 Within a reasonable period of time, Manitoba Hydro will write to the Union advising of the decision and any disciplinary action resulting from the hearing.
- 13-5 In the case of disciplinary action other than termination or suspension, the decision of Manitoba Hydro will be final except that the employee or the Union on the employee's behalf will have the right to grieve under Article 31 starting at Step 2 of the grievance procedure.
- 13-6 In cases of suspension, the decision of Manitoba Hydro will be final except that the employee or the Union on the employee's behalf will have the right to appeal to the appropriate Vice President or designate.
- 13-7 In cases of termination, the approval of the appropriate Vice President or designate is required and the following procedure will be followed:
- a) The appropriate Vice President or designate will write to the employee and the Union advising when and where the matter will be dealt with.
  - b) The employee and/or the Union on the employee's behalf may make representation to the Vice President or designate at the scheduled time and place provided they request this in writing.
- 13-8 Where the decision of the Vice President or designate is not acceptable to the employee and/or the Union, the Union will refer the matter to arbitration within 45 working days of receiving the decision, in accordance with Article 31 at Step 3 of the grievance procedure.
- 13-9 When a grievance has been filed concerning the suspension of an employee, the employee's wages will not be withheld until a decision has been made on appeal, by the Vice President or designate, except in cases of personal misconduct.

- 13-10 No notice or pay instead of notice will be required if an employee is discharged for just cause.
- 13-11 Employees will have the right at any time to access their personnel file and will have the right to respond in writing to any documents it contains. Their reply will become part of the permanent record.

## **ARTICLE 14      RATES OF PAY**

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- 14-1 a) Rates of pay for classifications covered by this Collective Agreement will be listed in the attached Salary Schedule (see Appendix A). The Salary Schedule will indicate minimum and maximum salary ranges where applicable, and will also indicate those classifications that are eligible for semi-annual review dates.
- b) The Salary Schedule may be changed for individual employees or groups of employees as a result of negotiations between Manitoba Hydro and the Union and after authorization by Manitoba Hydro.
- c) The rate of pay for temporary, seasonal, part-time and probationary employees will not be less than the minimum for permanent employees in the same classification.
- 14-2 Where there are minimum and maximum salary ranges, employees (except Trainees) may progress from minimum to maximum salary by annual increments, as described below:
- i) Progression between the minimum and the performance point will be in 4.4% increments;
- ii) Progression between the performance point and the maximum will normally be in 2.2% increments, UP to the maximum. At management performance.
- iii) The progression described above does not apply to Trainees. Salary progression and hourly rates for Trainees are outlined in the Salary Schedule.
- 14-3 Employees are eligible for annual or semi-annual increments on the basis of merit. For this purpose, each employee shall be rated on job performance prior to the end of each year. Increments shall be awarded based on satisfactory work performed by the employee during the previous year and upon approval of Manitoba Hydro.

- 14-4 a) Progression time will be based on all basic hours paid. Employees on an annual review date must have accumulated a minimum of 1916 hours of service and maintained seniority in accordance with Article 20.
- b) Employees with a semi-annual review date must have accumulated a minimum of 958 hours of service.
- 14-5 a) If an employee takes a leave of absence, the employee's review date will be adjusted by the amount of time the leave or layoff exceeds 30 days.
- b) If an employee takes a maternity leave or is on layoff, the employee's review date will be adjusted by the amount of time the leave or layoff exceeds 90 days..
- c) Increments that fall due during the time periods described in b) and c) will be deferred until the employee returns to work and will not be retroactive.
- 14-6 Each employee will be rated on job performance prior to the end of each year. These ratings will be the basis of awarding increments and of determining the employee's eligibility for promotion, along with job or aptitude tests, etc. where applicable. Ratings will be conducted as follows:
- i) One copy will be retained on the employee's personnel file.
- ii) If an employee's general rating is unsatisfactory, the Supervisor will notify the employee at least 60 days prior to the employee's review date, and will discuss the matter with the employee with a view to improving the employee's job performance. If the employer fails to give the rewired notice, employees will receive salary treatment as though they had met all performance requirements.
- iii) If any significant factor in the rating is below average, or if there has been a change from the employee's previous rating, the Supervisor will discuss the matter with the employee.
- iv) Employees have the right to see their rating form if requested to the Supervisor.
- v) Employees who are denied an increment based on unsatisfactory performance may appeal to the Manager, Employee Relations for a review.
- 14-7 a) Employees who are successful for a position in a different classification will be paid within the salary range for their new classification.



- b) If an employee is promoted one pay grade and meets the qualifications for the new job, the employee will receive:
    - i) a 4.4% salary increase or
    - ii) the minimum salary for the position, if current salary is more than 4.4% below the minimum or
    - iii) the same relative pay level previously attained in the classification.
  - c) If an employee is promoted two pay grades or more and meets the qualifications for the new job, the employee will receive:
    - i) a 4.4% salary increase plus another 4.4% increase after 6 months, or
    - ii) the minimum salary for the position, if current salary is more than 4.4% below the minimum or
    - iii) the same relative pay level previously attained in the classification.
  - d) When an employee is held in his or her present position for more than one (1) pay period followinn appointment to a new position, their salaries will be adjusted as though the transfer had occurred. .
  - e) An employee's review month will stay the same if the employee was still progressing in a salary range prior to the promotion. If an employee was at maximum salary prior to promotion, the employee's review month will be established as 12 months after the start date in the new classification.
  - f) When an employee's position is reclassified to a higher paid classification, salary treatment will be the same as for a promotion.
- 14-8 a) When Manitoba Hydro assigns an employee to act temporarily in a higher rated position, the employee shall receive a temporary promotional increase consistent with Article 14-7(b) and (c). An employee shall be deemed acting if the majority of the duties and responsibilities performed justify and are compatible with the higher rated position.
- b) When an employee is assigned to a higher rated position on a temporary basis, the higher rate of pay will apply for leaves with pay during the term of the assignment.

- c) When employees have acted in a higher rated position for an accumulated period of one year, they shall be awarded a progression increase for any additional acting, temporary or permanent service in that position.

#### 14-9 Lead Hand Pay

- a) When an employee who is not in a "group leader" classification is temporarily assigned responsibility as a lead hand for one hour or more, the employee will receive a 4.4% pay increase to their basic rate of pay for all time spent in the lead hand role.
- b) For employees in a Powerline Journeyman or Assistant District Operator I classification to qualify for lead hand pay, there must be either:
  - i) 4 or more subordinates, or
  - ii) 2 or more subordinates where at least one is of equal classification.
- c) For employees in other (non group-leader) classifications to qualify for lead hand pay there must be 2 or more subordinates.

14-10 a) When an employee is temporarily assigned by the Corporation to a lower paid position, the employee will continue to receive his or her former rate of pay unless the change is due to insufficiency of work or inefficiency.

- b) If, as a result of a Corporate-initiated change (e.g., new job evaluation system, salary structure, reorganization, technological change, or contracting out), and employee's salary maximum is lowered, the employee will maintain the existing salary maximum and progression opportunities, and will also be eligible for future salary increases (i.e., green circled) as long as the employee remains in the present classification or one of equal pay.

- c) When an employee applies for and is selected to a job in a lower classification, if the employee's current salary is above the maximum for the new classification, his or her salary will be reduced to the maximum.

## **ARTICLE 15      PREMIUM PAYMENTS**

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15-1 An hourly shift premium of \$0.98 shall be paid to employees required to work between the hours 16:00 and 08:00 on Monday to Friday, inclusive, when such work is according to an assigned shift and not as overtime.

15-2 An hourly shift premium of \$2.81 shall be paid to employees required to work between the hours 00:00 and 24:00 on Saturdays, Sundays and Corporation Holidays when such work is according to an assigned shift and not as overtime.

- 15-3 The shift premium will be escalated at a rate and time coincident with general wage increases, commencing the second year of the agreement (January 1, 2004).

## **ARTICLE 16 PAYDAYS AND PAY CHEQUES**

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- 16-1 All employees shall be paid every second Thursday by direct deposit to a financial institution of their choice.
- 16-2 If a payday falls on a public holiday, then wages shall be paid on the preceding working day.
- 16-3 Employees shall be provided with an itemized statement of deductions showing gross and net amounts.

## **ARTICLE 17 HOURS OF WORK**

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- 17-1 Regular hours of work consist of the seven hours and fifty-five minutes (7.92 hours) daily during a 9-day bi-weekly pay period, for a total of seventy-three point seven (73.7) hours biweekly, or one thousand nine hundred and sixteen (1916) hours annually.
- 17-2 The conditions of the nine (9) day cycle are as follows:
- a) The regular daily hours of work will be seven (7) hours and fifty-five (55) minutes. These daily hours shall be worked between 07:00 and 18:00. Commencement of the normal work day is at 08:00. A lunch period of 30-60 minutes per day can be taken subject to business operations.
  - b) 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) The exception to the normal daily and biweekly hours of work and work schedule is for employee who work shifts as defined in Article 1.
  - d) 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 all staff will not be off on any one Monday. (Normally, the scheduled days off will be within the same pay period as the Corporate Monday off, or where that is not practical, in the following pay period.)

- e) Overtime at double time rates of pay will apply above to those hours worked in excess of the regular daily hours as set out above. An employee required to work on his scheduled day off will be paid overtime as provided in Article 18.
- f) The basic salary for biweekly rated employees will remain constant. Hourly employees will be paid on the basis of hours worked.
- g) Vacation, compassionate leave and sick leave credits will be utilized at a rate of 7.92 hours per day.
- h) Summer students who work ten (10) days by mutual agreement during any nine (9) day work period will receive straight time rates for the tenth (10th) day. Overtime rates of pay will otherwise apply as noted above.

17-3 All hours shall relate either to system time or local time, whichever in the opinion of the Corporation is best suited to system operation.

17-4 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.

17-5 When either the Corporation or a group of employees affected consider it desirable to establish a work day, a work week or a work schedule other than those described in this Article, any such changes shall only be made following mutual agreement.

## **ARTICLE 18 OVERTIME**

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### **18-1 (a) DAY WORKERS**

All time worked before or after the employee's regular work day or regular work week, or on an employee's regular day off or on a public holiday shall be considered overtime. Employees will not be required to work overtime unless impracticable to make other arrangements. All overtime will be paid at double time rates.

Employees required to work on a public holiday will be paid at double time rates for all hours so worked and, in addition, the employee shall be paid at their regular daily rate of pay for the public holiday in accordance with Article 24-4. The employee shall have the option of converting all or a portion of the time worked at double time rates into compensating time off which may be taken as time off at a time mutually agreeable to the employee and the department.

(b) SHIFT WORKERS

All time worked before or after the employee's regular work day or regular work week or on an employee's regular day off shall be considered overtime. Employees will not be required to work overtime unless impracticable to make other arrangements. All overtime will be paid at double time rates.

- 18-2 Employees who are required to work extended overtime periods (i.e. in excess of four consecutive hours of overtime), shall continue work at the double time rate for all subsequent hours worked until a break period of at least eight hours is provided. However, when the break period between "overtime work" and the next regular shift is less than eight hours, Manitoba Hydro may defer the starting time, in effect reducing the hours of the next shift, so as to provide the eight hour break. In such a situation, any employee so affected shall receive his or her full salary for the shift.
- 18-3 Notwithstanding anything hereinbefore contained, permanent employees and temporary employees with two or more years of continuous service shall have the option of being paid for overtime or accumulating such overtime, and maintaining such accumulation, up to a maximum of the equivalent of one regular work week, providing such employee must notify his or her Supervisor in writing of his or her intent to accumulate overtime and in what amount, otherwise payment will be made. Overtime credits may be taken as time off at a time mutually agreed between the Department and the employee. In cases where time off is not arranged prior to December 31<sup>st</sup> of any year, payment shall be made within 30 days following. The above may be amended by Supplementary Agreement.
- 18-4 For employees who are not notified to return to work until after going home, the rate of compensation shall be double time; however, the minimum compensation will be three hours at double time for the initial overtime call out. Any subsequent call outs within the defined period will result in a 1 hour minimum. (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 24 hour period from 8 a.m. to 8 a.m.)

If an employee receives a callout within a specified period just prior to the start of their regular work day, he or she will receive overtime rates from the actual time from the callout up to the commencement of their regular work day. The minimum call out times will not apply.

- a) In the case of a first call out, if the call out occurs within 3 hours of the start of the regular work day, an employee will receive overtime from the actual time of the callout up to the commencement of the regular work day.
- b) In the case of a second call out (i.e.. a "subsequent" call out as described above) if the call out occurs within 1 hour of the start of the regular work day, an employee will receive overtime pay from the actual time of the call out up to the commencement of the regular work day. Note: If an employee is already entitled to overtime pay up to the commencement of the work day as a result of a first call out, the second (or "subsequent") call out will not result in additional pay.

For employees who are notified to return to work before going home, the rate of compensation shall be double time, providing the break period does not exceed **two** hours, otherwise the minimum of **three** hours of compensation shall apply, except where modified by Supplementary Agreement. The **three**-hour provision shall not apply to employees who are notified prior to going home to report for work immediately prior to their normal starting time.

- 18-5** Rearrangement of shifts to take care of unavoidable contingencies will not entitle a shift employee to compensating time until he or she is required to work in excess of the regular number of shifts per week. However, if an employee's shift is rearranged and it does not provide him or her with at least eight hours between shifts then, for the first day of such shift change, he or she shall be compensated at overtime rates.

Except in the case of temporary employees, whenever possible, eight hours of notice shall precede such shift rearrangement, otherwise a minimum payment of four hours will be made to an employee who reports to work for his or her regular shift and is sent home due to shift rearrangement.

- 18-6** When a day worker is temporarily engaged on shift work for a period of less than one week and is required to work on a statutory holiday, a Saturday or a Sunday, the day worker will be compensated at the rate of double time for working said statutory holiday or Saturday or Sunday.
- 18-7** When necessary, Manitoba Hydro may establish additional shifts for one week or longer on prevailing weekly hours of work at straight time rates, plus shift premium, where applicable.

18-8 Transportation within the metropolitan area of Greater Winnipeg will be furnished by Manitoba Hydro to and from work when other forms of transportation are not available.

18-9 An employee required to work overtime for a period in excess of two hours immediately following his or her regular hours of work shall be granted \$8.00 as lunch money provided he or she is unable to go home and adequate lunch is not provided by the Department. In isolated areas, reasonable delivery charges, as determined by Manitoba Hydro, shall be paid. In an emergency situation, an employee called to work and required to work in excess of one hour of overtime immediately prior to his or her regular hours of work shall be granted \$8.00 as lunch money. Lunch money shall be paid no later than the pay period following the pay period in which the overtime was worked.

18-10 No Lay Off to Compensate for Overtime

An employee shall not be required to lay off during regular hours to equalize any overtime worked.

18-11 Sharing of Overtime

When overtime work is required, Manitoba Hydro agrees to the dividing of hours of overtime, where practical, among employees who normally perform the available work

18-12 Minimum Overtime

Manitoba Hydro shall endeavour to keep overtime to a minimum.

## **ARTICLE 19 NOTICE OF LAY OFF AND REDUCTION IN HOURS OF WORK**

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19-1 Reduction in the regular working hours of any group of permanent employees shall not be put into effect until the non-permanent employees in that group have been laid off.

19-2 Should it be necessary to lay off a permanent employee through insufficiency of work, one month's notice in writing shall be given by Manitoba Hydro. This Clause can be amended by Letters of Understanding or Supplementary

19-3 A permanent employee, desiring to leave the service of Manitoba Hydro shall, unless excused there from by Manitoba Hydro, give one month's notice thereof in writing.

- 19-4 Temporary employees may be laid off due to insufficiency of work at any time without previous notice. As much prior notice as possible will be given before any lay off.
- 19-5 In the case of permanent employees being laid off or exercising their seniority rights to bump, their bargaining unit seniority date shall be used to determine lay off or bumping rights.
- 19-6 Excess employees in one work group may not be transferred to another work group if by such transfer there will be caused a reduction in the regular working hours of the permanent staff due to insufficiency of work.
- 19-7 The number of employees in any department shall be at the discretion of Manitoba Hydro.
- 19-8 Temporary employees who have worked full-time for at least two years, and permanent employees will have their rate of pay protected at the rate of their regular classification if they bump or are redeployed into a classification with a lower rate of pay.

Salary protection will take the form of present incumbent only status for a period of two years, followed by red circling.

Present incumbent only means that the employee's rate of pay shall be fixed at his or her current step in his or her former salary range, and he or she shall receive full negotiated salary increases/decreases applied to that step in that salary range.

Red circling means an individual's rate of pay remains at the current increment level and that individual will receive 50% of the economic increases until such time as the salary paid falls within the salary range of the new position. However, it is understood that in the event of any salary decrease, the full amount of that decrease will be applied to the salary paid.

## **ARTICLE 20      SENIORITY**

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- 20-1 After 6 months of probationary service, probationary employees will be placed on the seniority list. If an employee does not meet the requirements of Manitoba Hydro within this time he or she shall be so informed and not added to the seniority list.



Notwithstanding the foregoing, where in the judgement of Manitoba Hydro, which shall not be exercised in an arbitrary or unreasonable manner, circumstances warrant an extension of the probationary period, such extension shall be effected as follows:

- a) the employee shall be advised in writing, of the reasons for the extension, with a copy to the Union;
- b) the extension shall be effected within the original probationary period;
- c) the extension shall be for a period of no more than 63 additional days, unless otherwise agreed to by the Union and the employee concerned.

For the purposes of this Article, 114 days will be the accumulation of time for their assigned work, exclusive of overtime, worked over a maximum of three calendar years. After establishing seniority, employees must work in excess of the equivalent of 63 days each year to maintain seniority.

- 20-2 Departments requiring a call list shall establish the conditions of same by Supplementary Agreement.
- 20-3 Employees shall be recalled to work in order of seniority. Any employee who has been laid off and fails to report for work when notified shall lose his or her seniority rights unless such failure to report is due to sickness, compassionate or other grounds considered justifiable by Manitoba Hydro. This provision shall not apply where intermittent work of short duration is involved.
- 20-4 Employees laid off shall retain seniority ranking for re-employment for 20 months after lay off, notwithstanding the provision for 63 days of work per year, unless they are offered employment and are not available or do not accept. If an employee's availability is affected by reason of sickness, compassionate, or other grounds considered justifiable by Manitoba Hydro, he or she shall not lose his or her seniority. This does not apply in the case of a dismissal.
- 20-5 Employees leaving the service of their own free will shall lose **all** seniority rights unless an authorized leave of absence is obtained from Manitoba Hydro.
- 20-6 Seniority of employees in all positions covered by this Agreement shall be established after a probationary period of six months of actual service and shall count from date of employment in the classification. This Clause shall also apply to employees promoted pursuant to Article 12.

- 20-7 Except for those classifications listed in Appendix "1", the only positions which entitle employees to classification seniority are permanent or long term temporary which may become permanent (or other temporary positions specifically agreed to, in writing, by both parties) that have been filled in accordance with Article 12.
- 20-8 In cases where an employee has been recommended for promotion by Manitoba Hydro and such promotion is granted, and the transfer is delayed due to difficulty of replacement, the seniority of the affected employee shall commence on the date recommended in Manitoba Hydro's recommendation. In all other cases, seniority shall commence on the date the new duties are assumed.
- 20-9 Apprentices, upon completion of their apprenticeship, will be credited with three months of Journeyman seniority per year of apprenticeship with Manitoba Hydro up to a maximum of 12 months credit.
- 20-10 An employee's service date (not seniority date) will be adjusted for the purposes of benefit entitlement, to reflect periods of absence from the workplace except in the following instances:
- Sick Leave with Pay
  - Sick Leave without Pay
  - Long Term Disability
  - Union Leave of Absence with Pay
  - General and Education Leave (as per Article 35-9) Under One Month
  - Unpaid Union Leave (as per Article 35-1(a) Under One Month
  - Workers Compensation
  - Maternity Leave (of 20 weeks in duration or less)
  - Parental Leave (of 40 weeks in duration or less)
  - P.I.P.P. Leave.
- 20-11 Employees who are successful for promotion or transfer to an Exempt position and successfully complete the probationary period specified in Article 20-6 of the Agreement shall retain their seniority in the bargaining unit to the date of leaving the unit.
- 20-12 Employees who are promoted or transferred to a position within another Manitoba Hydro bargaining unit shall retain their seniority to the date of leaving the unit for a maximum period of six months or such other period as may be agreed to by Manitoba Hydro and the Union.

## **ARTICLE 21 SENIORITY LISTS**

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- 21-1 On or before March 31<sup>st</sup> of each year Manitoba Hydro shall provide the Union with Seniority Lists as at January 1<sup>st</sup> for all employees for whom the Union is certified to bargain.
- 21-2 Cupe Local 500 Seniority Lists shall contain the following information:
- 1) Name of Employee
  - 2) Classification
  - 3) Classification Seniority Date
  - 4) Bargaining Unit Seniority Date
- 21-3 Seniority Lists shall be made available for employees' review.
- 21-4 Upon written request of the authorized Union Representative, Manitoba Hydro will provide a reasonable number of additional Seniority Lists.

## **ARTICLE 22 SICK PAY REGULATIONS**

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### 22-1 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the Workers' Compensation Act.

### 22-2 Notification of Employer

Every employee shall notify or cause someone on his or her behalf to notify the Supervisor without delay and whenever possible prior to the start of his or her shift if he or she is unable to report for any reason outlined in Article 22-1. Employees attending pre-scheduled medical appointments shall provide at least 24 hours of advance notice to their Supervisor.

### 22-3 Annual Paid Sick Leave

At the beginning of each year every permanent employee will be credited with 15 sick day credits. Temporary, seasonal, part-time, and probationary employees will be credited with or be entitled to sick pay credits on the basis of 1• \*days per month worked, but will, however, only be eligible for sick pay after working 126 days, but at that time will be entitled to 1• days per month worked from the date of their commencement of employment.

Temporary, seasonal, and part-time employees will lose eligibility and accumulated sick benefits if they do not work in excess of 63 days in each calendar year, or if they do not make themselves available for work offered by Manitoba Hydro.

When temporary or probationary employees are made permanent, the sick time available to them shall be calculated on the same basis as if they had been permanent throughout the period of their employment, providing they have retained eligibility as outlined above.

#### 22-4 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue for his or her future benefit.

#### 22-5 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave. No deductions from sick leave will be made for periods of two hours or less, to a maximum of six such absences per calendar year.

For employees working at Pointe du Bois or Lac du Bonnet, if any of the six absences as noted above involves a medical appointment in Winnipeg, no deductions shall be made for periods of four hours or less.

An employee who has had accumulated sick credits and subsequently used all his or her credits will be entitled to the benefit of this Article regarding absence for two hours or less, or four hours or less at Pointe du Bois or Lac du Bonnet, to the maximums noted above.

Shift employees shall make every effort to schedule medical appointments during days off. In the event medical appointments cannot be made on days off, employees shall provide as much notice as possible.

#### 22-6 Proof of Illness

Management may require an employee, on returning to work, to produce a certificate from a medical practitioner certifying that he or she was unable to carry out his or her duties due to illness. Such certification may be subject to review by Manitoba Hydro's medical practitioner(s).

In addition, employees absent due to extended illness may be required to produce a medical certificate including, where possible, the estimated date of return of the employee. Employees shall not ordinarily be required to provide any additional medical certificate prior to return to work except in the following circumstances:

- 1) once every **20** days where no estimated date of return can be provided;
- 2) where the absence exceeds the estimated date of return.

#### **22-7** Sickness While on Vacation

Where an employee on vacation becomes ill to the extent that he or she requires the services of a medical practitioner or licensed chiropractor, provided such illness is shown to be in excess of three days, such employee shall be allowed to use his or her sick leave credits for the period the medical practitioner or licensed chiropractor states he or she would have been unable to carry out his or her duties at work.

#### **22-8** Illness of Family Members

An employee shall be allowed to utilize a maximum of three days per year of accumulated sick leave credits for the purpose of providing care for his or her spouse, child who is ill, including child of a registered common-law spouse, parents and parents-in-law. Use of this provision shall not be considered part of the employee's personal attendance record. The parties agree that use of illness of family members will be as defined in Article **22-1** and subject to the terms and conditions specified in Article **22-13**.

#### **22-9** Sick Pay at Lay ~~off~~ and Recall

When an employee is laid off on account of lack of work he or she shall not receive sick leave credits for the period of such absence, but shall retain his or her cumulative credit, if any, existing at the time of such lay ~~off~~. In cases where an employee is ~~off~~ work due to sickness and in receipt of sick pay, he or she shall be notified by Manitoba Hydro, in writing to his or her last known address, of the fact that his or her seniority group has been laid off and his or her sick pay stopped as of the particular date. The reverse procedure will also apply. When an employee is called back to work and cannot do so due to illness, he or she can start using any sick leave credits he or she may have accrued. This provision will not apply to intermittent work of a short duration, i.e. one week or less.

## 22-10 Severance Payments

Upon (i) retirement (ii) death (iii) termination of service caused by transfer of a departmental function either in total or in part from Manitoba Hydro to another administration, an employee shall be entitled, or his or her estate shall be entitled, as the case may be, to receive payment or pre-retirement leave of an amount equivalent to the total outlined as follows:

- a) Employees who retire on or before December 26, 2004, and who elected not to receive cash or credits under this Article at time of transfer to Manitoba Hydro, shall be entitled to receive a severance payment calculated as follows:
- (i) the number of unused sick leave days standing to his or her credit which were accumulated during the last five years of service, multiplied by the daily rate of his or her permanent or regular position in effect on the last day of service; and
  - (ii) **25%** of the remainder of unused sick credits earned prior to the five year period specified in Section (a) above, multiplied by the daily rate for his or her permanent or regular position in effect on the last day of service up to a maximum of 132 days.
  - (iii) Where an employee has used more sick time than the sick credits earned in the five year period under Section (a), the excess of sick time used must be deducted from the balance of sick credits on hand at the end of the period prior to the five year period before the 25% calculation made in Part (b).
- b) Employees hired prior to February 8, 1995 who do not retire by December 26, 2004, and who elected not to receive cash or credits under this Article at time of transfer to Manitoba Hydro, shall be entitled to receive a severance payment calculated as follows:
- (i) **25%** of all unused sick credits earned as of January **1, 1995** (this will include the **15** days credited to permanent employees on January 1, 1995).
- In addition, a severance payment calculated as follows:
- (ii) One day of pay per year of service for the first **15** years of service;
- plus
- Two days of pay per year of service from Year **16** and beyond.

- c) Employees hired by Manitoba Hydro after February 8, 1995 shall be entitled to receive a severance payment calculated as follows:

One day of pay per year of service for the first 15 years of service: plus

Two days of pay per year of service from Year 16 and beyond.

For temporary, seasonal and part-time employees, one year of service shall be equal to the accumulation of 1916 hours worked.

**22-11 Sick Leave Without Pay**

Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay, or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

**22-12 Use of Overtime or Compensating Time**

After he or she has exhausted all sick leave credits, an employee, upon submitting a written request to his or her Supervisor, may use, for bona fide sick leave purposes, any overtime or compensating credits or vacation credits available to him.

**22-13 Abuses of Sick Leave**

Manitoba Hydro and the Union agree that suspected abuses of sick leave will be investigated and proven instances of abuse will result in disciplinary action being taken against the employee.

- 22-14** Upon request to his or her immediate supervisor, the employee's sick leave record will be made available for him or her.

**15 ( ) Supplement for Rehabilitative Employment**

If, as a result of illness or accident, an employee is unable to perform the normal functions of his or her position, but is, however, capable of performing in an alternate position which Manitoba Hydro is prepared to make available to the employee, the following shall apply:

- a) Upon medical certification satisfactory to a Medical Health Officer designated by Manitoba Hydro, the employee will be assigned to the alternate position at the appropriate rate of pay for that position.

- b) The employee shall be entitled on a biweekly basis, to utilize accrued sick credits in units of half days in order to supplement his or her rate of pay in the alternate position; but the combination of sick pay supplement and rate of pay in the alternate position shall not exceed the regular rate of pay in his or her former position.
- c) These sick pay supplements shall cease as soon as the employee qualifies for disability benefits.

22-16 Integration of Manitoba Public Insurance Corporation P.I.P.P. Benefits with Sick Leave Benefits

Manitoba Hydro and the Canadian Union of Public Employees, Local 500 agree that as a result of the introduction of the Personal Injury Protection Plan (hereinafter referred to as "P.I.P.P.") by the Manitoba Public Insurance Corporation, any employee covered by this Agreement who is in receipt of benefits under the P.I.P.P. Program and who chooses to concurrently claim sick leave benefits under the provisions of Article 22 – Sick Pay must integrate and coordinate those benefits to ensure that the total benefits provided under both Programs do not exceed 100% of net take home pay. This integration and coordination of benefits shall occur in the following manner:

The total value of income top up provided under Article 22 shall be charged against the employee's accumulated sick leave. Should the employee not have sick credits to their standing at the time of application for the integration and coordination of benefits, they shall be entitled to utilize other available credits to provide top up in accordance with Article 22-12. An employee who has exhausted all overtime, compensating or vacation credits shall be entitled to only those benefits provided under P.I.P.P.

For the integration and coordination of benefits to occur, an employee must be injured in an automobile accident and as a result of their injury be unable to perform the duties of their normal classification and are therefore eligible to receive sick pay benefits.



Employees will be required to release all necessary information regarding the benefits received under the P.I.P.P. Program, prior to the coordination of benefits, to ensure that benefits are calculated and provided in accordance with the above. Employees who fail to provide the information necessary to coordinate these benefits shall not be entitled to receive any sick pay top up. Should an employee collect benefits under the P.I.P.P. Program and simultaneously claim for and receive full sick pay benefits, where the value of P.I.P.P. benefits and sick leave benefits exceeds 100% of net take home pay, Manitoba Hydro will be entitled to recover the full value of all sick pay benefits that when coordinated with P.I.P.P. benefits exceeded 100% of net take home pay. The Union shall be consulted prior to the commencement of the recovery of excessive benefits.

Employees who choose to integrate P.I.P.P. benefits with paid sick leave shall be entitled to receive all other benefits set out under this Agreement during the period that 100% of net take home pay is provided under this Agreement, for a maximum period of six months or until approved for disability benefits through the Employee Benefits Board.

Employees receiving such benefits shall be advised by Manitoba Hydro within 30 days of having their P.I.P.P. and sick pay benefits integrated and coordinated, that they may apply for disability benefits through the Employee Benefits Board.

## **ARTICLE 23      COMPENSATION FOR INJURIES**

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23-1 In all cases where compensation for loss of wages is paid by the Workers' Compensation Board on account of injury to employees, the employees shall be allowed compensation as follows:

- a) During the time they are totally incapacitated, to the extent of their net pay as of the date of their injury, and as such net pay for the classification changes from time to time thereafter; and shall reflect the non-taxable status of payments attributable to Workers' Compensation benefits.

However, in cases where employees are receiving compensation as outlined above and their seniority group is laid off, employees shall be entitled only to those benefits provided under the Workers' Compensation Act.

In the event that legislation is passed which makes Workers' Compensation benefits taxable, it is agreed that the full salary provision would be reinstated.

- b) Where employees are not totally incapacitated and therefore employable, and are offered suitable employment within Manitoba Hydro, procured for them by Manitoba Hydro, in an amount sufficient to bring the salary of the position offered up to that in (a) above. In the event of a dispute the suitability of the employment offered shall be determined by the Appeal Board as defined in Article 1. Should the Board rule that the employment offered is suitable and the employee still does not accept the position, all supplementary payments from Manitoba Hydro shall cease.
  
- c) Where as a result of a work-related injury/illness, employees are deemed entitled to Workers' Compensation benefits under this Article and subsequently apply for, and are approved for, Canada Pension Plan disability benefits for the same compensable injury/illness, Manitoba Hydro will be allowed to reduce the pay provided in (a) above by the amount of monthly disability benefits received by employees from the Canada Pension Plan (the integration of benefits). This will not include any disability benefits received by employees which, due to a delay in adjudication by the Canada Pension Plan, were paid retroactively.

Employees, upon making application for Canada Pension Plan disability benefits, shall immediately provide written notification to Manitoba Hydro of their application and, at the same time, will authorize the release of information from the Canada Pension Plan to Manitoba Hydro by submitting a completed disclosure form available from the Corporation. Failure to provide notification of an application for benefits and a completed disclosure form shall entitle Manitoba Hydro to suspend the payment of Workers' Compensation benefits until proper documentation is provided and to recover any overpayment made to employees as a result of their failure to provide notification and authorization of disclosure.

Employees, upon receiving approval for Canada Pension Plan disability benefits, shall immediately notify Manitoba Hydro upon receipt of said approval in order to facilitate the integration of benefits in accordance with the above. Failure to do so shall entitle Manitoba Hydro to suspend payment of Workers' Compensation benefits and to recover any overpayment made to employees by Manitoba Hydro as a result of their failure to provide such information.

Manitoba Hydro agrees to waive the application of Paragraph (c) for those employees who were in receipt of both Workers' Compensation and Canada Pension Plan disability benefits prior to February 8, 1995. This integration of benefits will apply only to employees granted Canada Pension Plan disability benefits after February 8, 1995.

- d) Payments by Manitoba Hydro under Paragraphs (a) and (b) hereof shall be made only until such time as said employee is in receipt of disability pension under City's Pension By-Law.
- 23-2 No payment shall be made under Article 23-1 for any period unless the Workers' Compensation Board grants compensation therefore.
- 23-3 Manitoba Hydro agrees that notwithstanding any article to the contrary in this Agreement and without prejudice to its rights and legal liabilities in cases where employees are off work due to an injury received in the course of their employment, employees may, upon application, which shall be accompanied by medical certification when requested, be provided with an interim payment on their regular payday at the regular rate, provided the amount does not exceed the value of their accrued sick leave credits. In the event employees have exhausted their sick leave credits, then they may similarly use accumulated vacation credits. If the Workers' Compensation Board accepts the claim, the employees' sick leave records and/or accumulated vacation credits shall be credited with the number of days for which payment was authorized by the Board.
- 23-4 Neither the Union nor Manitoba Hydro condones abuses of Workers' Compensation benefits. To that end, the Union and Manitoba Hydro jointly support the Early Return to Work process, and the Rehabilitative Employment Program, which includes the designation of specific positions for rehabilitative purposes.
- 23-5 Employees in receipt of Workers' Compensation benefits shall receive all the benefits of this Agreement for a period of one year. After one year, such employees will receive only the following benefits: pension, group insurance, dental coverage, vision care, accumulation of seniority, accumulation of service for vacation qualification, but not vacation credits, accumulation of service for long service pay qualification, but not long service payment.

## **ARTICLE 24 PUBLIC HOLIDAYS**

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### **24-1 a) Paid Public Holidays**

The following days shall be observed and compensated in time off as public holidays:

- |    |                |     |                  |
|----|----------------|-----|------------------|
| 1. | New Year's Day | 6.  | Civic Holiday    |
| 2. | Good Friday    | 7.  | Labour Day       |
| 3. | Easter Monday  | 8.  | Thanksgiving Day |
| 4. | Victoria Day   | 9.  | Remembrance Day  |
| 5. | Canada Day     | 10. | Christmas Day    |
|    |                | 11. | Boxing Day       |

- b) One-half day (following **4** (four) hours of work) shall be granted on the employee's last normal working day immediately preceding Christmas Day. This holiday shall be granted as provided to those employees who can be permitted time off. For those employees required to work, payment shall be made at the regular rate of pay and another one-half day compensating time off shall be granted at a time mutually convenient to the employee and Management.

### **24-2 Comeensation for Holidays Falling on Saturday or Sunday**

- (a) If any of the above holidays should fall on a Saturday or Sunday, in the case of those employees who would not normally work that Saturday and/or Sunday, or who do not regularly work on public holidays, the holiday shall be observed on the first following working day or as mutually agreed between Manitoba Hydro and the Union.

- (b) Remembrance Day

The observance of Remembrance Day in Manitoba is subject to the provisions of the Remembrance Day Act and will be observed on the day it occurs.

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.

An employee required to work when Remembrance Day occurs on a Saturday or Sunday will receive pay at two **(2)** times basic rate for all hours worked. In addition, they shall have one day (7.92 hours) added to their vacation credits.

24-3 Public Holiday Falling During Vacation

When the public holiday comes in the course of an employee's regular annual holidays, an extra day shall be allowed at a time within the discretion of the Supervisor.

24-4 Statutory Holiday Falling on an Employee's Day Off

When a statutory holiday falls on an employee's day off, he or she shall receive a day off with pay in lieu. However, in the case of those shift workers whose regular work day falls on a holiday and who, in fact, work on that public holiday, compensating time off at the rate of double time will be granted. One week of such compensating time for working public holidays shall be made continuous with the regular holidays if the Supervisor can make the necessary arrangements. In addition, a second week of compensating time off shall be granted at a time mutually convenient to the employee and Management.

Furthermore, all such employees shall, apart from the compensation outlined above for regular work days falling on a holiday, have compensating time credits separate and apart from overtime, equivalent to the balance of the number of public holidays per year. When provided by Supplementary Agreement, the public holidays in excess of the one-week which has been added to the regular holidays may be paid for. Time off in lieu of statutory holidays shall be granted at a time mutually convenient to the employee and Management. In cases where time off is not arranged prior to December 31<sup>st</sup> of any year, payment shall be made within 30 days following. Except in cases of unforeseen circumstances, once such time off is agreed to it shall not be altered or cancelled unless by mutual agreement between the employee and Management.

Notwithstanding the provisions outlined above, any employee whose working hours are less than as outlined in Article 17 of this Agreement, and who does work on a public holiday, shall be entitled to compensation for work performed on the public holiday as follows:

- (a) Where employees have earned wages for part or all of each day of at least 12 days during the 30 calendar days immediately preceding the public holiday, then they shall be paid at a rate of double time for all hours worked on the public holiday and, in addition, they shall be paid their regular pay for the general holiday.
- (b) Where employees have not earned wages for part or all of each day of at least 12 days during the 30 calendar days immediately preceding the public holiday, then they shall be paid at a rate of double time for all hours worked on the public holiday.

#### 24-5 When Not Working on Public Holiday

- (a) Except as herein otherwise provided, employees who do not work on an observed public holiday shall be paid the equivalent of the wages they would have earned on that day had that day not been a public holiday.
- (b) Employees are not entitled to pay for a public holiday in which they have absented themselves from work without consent either on the regular working day immediately preceding or following the public holiday.
- (c) For the purpose of this Article, employees shall be considered to have worked for all of a working day when:
  - (i) they report for work and are sent home due to inclement weather or breakdown of equipment.
  - (ii) they are granted a leave of absence without pay.
- (d) Notwithstanding the provisions outlined above, employees, whose working hours are less than as outlined in Article 17 of this Agreement, and who do not work on a public holiday, shall not be entitled to compensation for the public holiday unless they have earned wages for part or all of each day of at least 12 days during the 30 calendar days immediately preceding the public holiday.

#### 24-6 Religious Holidays

- a) Employees desiring to observe recognized religious holidays will be allowed up to two days time off with pay through one of two options:
  - i) time off in lieu of Easter Monday or Boxing Day; or
  - ii) mutually agreed to alternate arrangements.
- b) Employees choosing to substitute religious holidays for Easter Monday and/or Boxing Day will, where practical, be allowed to work in their regular job classification and work location. Where this is not practical, employees may be redeployed to a position they are qualified for at a suitable work site. Redeployed employees will receive their regular rate of **pay**.
- c) Employees choosing alternate arrangements will, through discussions with their supervisor, establish a practical and mutually agreed upon approach necessary to substitute their chosen religious holidays, to a maximum of two working days.

- d) Written requests for either days in lieu of or for alternate arrangements must be submitted to the Supervisor specifying the request at least 30 days prior to the religious holiday(s) to be observed.
- e) Employees desiring to observe additional recognized religious holidays will be permitted time off on the basis of a leave of absence without pay or deduction from accrued overtime or vacations. Employees shall submit a written request to the Supervisor specifying the date(s) at least 30 days prior to the religious holiday(s) and indicate on what basis the time off is to be taken.

## **ARTICLE 25      VACATIONS**

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Employees shall be entitled to annual vacation with pay in accordance with their years of employment as hereinafter provided, effective March 25, 2004. The vacation provisions of the previous collective agreement shall remain in effect until March 24, 2004.

- 25-1 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.
- 25-2 Employees shall accumulate vacation credits calculated on the basis of time worked in the current vacation year to be taken as vacation at their basic rate of pay during the following vacation year. The rate of accumulation shall be as set out in Article 25-9.
- 25-3 The dates of all vacations are subject to a request by an employee and require approval of the appropriate official of the Corporation.
- 25-4 Service seniority shall be recognized as a factor when vacation requests conflict, but senior employees shall not automatically receive preferred vacation periods.
- 25-5 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, the employee must recognize that vacation scheduling with carryover balances will be subject to peak work load and peak vacation requirements.
- 25-6 The Christmas/New Year's holiday period will normally be a scheduled vacation period for employees working on construction crews, except under unusual and extenuating circumstances where it may be necessary to continue working.

25-7 When a vacation period includes one or more paydays, employees may on written request receive their vacation cheque(s) on the payday immediately prior to their first day of vacation. Requests must be made at least ten (10) calendar days prior to the payday on which the vacation cheque(s) are to be received.

25-8 An employee will accumulate basic vacation credits on basic (straight-time) hours paid in accordance with the following vacation credit schedule:

<u>Years of Service</u>	<u>Accrual Eligibility in Weeks</u>
<u>Less than 3</u>	<u>3</u>
<u>3 to 9.99</u>	<u>4</u>
<u>10 to 19.99</u>	<u>5</u>
<u>Over 20</u>	<u>6</u>

## **ARTICLE 26      BENEFITS**

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26-1 (A) Dental Plan

Manitoba Hydro shall pay 100% of the premium cost of a dental plan, the terms of which will be supplied by Manitoba Hydro to CUPE, Local 500. Pursuant to the terms of the Dental Plan, coverage will be provided to eligible employees and eligible dependants. The prevailing Dental Fee Schedule shall be used in determining benefits.

B) Vision Care

Manitoba Hydro agrees to provide a standard Blue Cross Vision Care Plan for eligible employees and their eligible dependent(s), with 100% of the cost of the Plan to be paid by Manitoba Hydro.

Eligibility for benefits and the definition of dependent(s) shall be consistent with those utilized by Manitoba Hydro Dental Plan. Eve examination fees and laser eve surgery fees may be claimed under this plan.

Maximum benefits payable under this Plan shall be:

- i) for full-time employees/dependent(s) - **\$175.00** per eligible person in a 24 month period;



- ii) for part-time employees/dependent(s) - \$175.00 per eligible person in a 24 month period.

(C) Extended Health, Ambulance, Hospital Semi-Private Coverage

Manitoba Hydro will provide an Extended Health Plan for eligible employees and their eligible dependent(s), commencing November 1, 2003.

(D) Travel Health Insurance

Manitoba Hydro will provide a Travel Health Insurance Plan for eligible employees and their eligible dependent(s), commencing November 1, 2003.

(E) Health Spending Account

A Health Spending Account will be established commencing November 1, 2003 for employees, with the exception of students. Employees will be able to apply for reimbursement of eligible health care and dental expenses for themselves and their dependents (see Corporate Policy G521-18 for details).

The Health Spending Account will be credited with \$350 per calendar year.

(F) Prescription Drug Coverage

Manitoba Hydro will provide a Prescription Drug Plan with the following provisions, commencing November 1, 2003:

- i) 80% coverage with a \$10 employee-paid deductible per year Der contract.
- ii) "Pay-direct" drug card.
- iii) Covers formulary and non-formulary drugs to the Manitoba Pharmacare deductible per year Der contract.
- iv) Includes smoking cessation products to a lifetime 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 a 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.

26-2 (A) Group Life Insurance Plan

The following summary explains the main features of the Group Life Insurance Plan. It should be used as a guide only. The Group Insurance Plan By-Law **5644/91** must be consulted for the purpose of interpreting or applying the provisions of the Program.

a) Commencement of Insurance

On the first day of the pay period after they become a member of the Plan.

b) Amount of Insurance

The amount of insurance on the life of employees participating in the Plan is equal to one, ~~two~~, three, or four times their yearly earnings rate.

For this purpose each employee's yearly earnings rate shall be determined by using the following procedure:

- (1) if a member is employed in a permanent position, the member's average earnings for the **13** pay periods immediately prior to the date as at which the calculation is being made. If the member did not receive earnings in each of these **13** pay periods, the member's earnings for the period covered by these pay periods shall be divided by the number of pay periods for which the member received earnings; or
- (2) if the member is employed in a temporary or a seasonal position, the member's earnings for the **26** pay periods immediately prior to the date as at which the calculation is being made, divided by **26**.

Employees will be insured for an amount of insurance equal to two times their yearly earnings rate unless they indicated that they want the amount of insurance to be equal to one, three, or four times their yearly earnings rate.

c) Termination of Insurance

Employees' insurance terminates on the last day of the pay period in which they terminate service unless they are receiving pension from the Civic Employees Pension Plan. If they are receiving a pension they can continue to be insured. The Plan provides for a group term conversion privilege. Please contact the Employee Benefits Board for information.

d) Amount of Insurance After Pension Commences

(1) Prior to Age 65

If they are not receiving a disability pension but have retired, 50% of the amount of the insurance in effect on their life immediately prior to retirement (but only with respect to one or two times yearly earnings).

(2) After Age 65 and Prior to Age 70

25% of the amount of insurance in effect on their life immediately prior to retirement (but only with respect to one or two times yearly earnings).

(3) After Age 70

15% of the amount of insurance in effect on their life immediately prior to retirement (but only with respect to one or two times yearly earnings).

e) Death Benefit

The amount of insurance is paid to their designated beneficiary either in a lump sum, in installments or left on deposit. Interest is added to the amount paid if the benefit is paid in installments or left on deposit.

f) Disability

While receiving a disability pension from this Plan, disability income from a group insurance policy issued to Manitoba Hydro, or in receipt of periodic payments from Workers' Compensation, provided a member has not yet attained age 65 and has paid all contributions which have become due, the amount of insurance will be determined in accordance with Section (b) above.

g) Who Pays for the Cost of My Insurance?

You and Manitoba Hydro share the cost. If you are employed in a permanent position, you will contribute:

- (1) .3% of your biweekly earnings if you elect to be insured for one times your yearly earnings rate.
- (2) .6% of your biweekly earnings if you elect to be insured for two times your yearly earnings rate.
- (3) The entire cost of the additional insurance equal to one times your yearly earnings rate if you choose to be insured for three or four times your yearly earnings.

The cost of the additional insurance is:

Age of Employee	BIWEEKLY PREMIUM AS A PERCENTAGE OF EARNINGS			
	Section 26.01 THREE TIMES		Section 26.02 FOUR TIMES	
	Section 26.03 Non-Smoker	Smoker	Non-Smoker	Smoker
Section 26.04 Under 30	.05%	.06%	.10%	.12%
30 to 34	.06%	.09%	.12%	.18%
35 to 39	.08%	.14%	.16%	.28%
40 to 44	.12%	.24%	.24%	.48%
45 to 49	.20%	.45%	.40%	.90%
50 to 54	.33%	.85%	.66%	1.70%
55 to 59	.54%	1.46%	1.08%	2.92%
60 to 64	.86%	2.25%	1.72%	4.50%
65 to 70	1.55%	3.67%	3.10%	7.34%

(B) Pension Plan

The parties agree to participate in the Winnipeg Civic Employees Benefits Program (the "Program") in accordance with the Participation Agreement in effect between the Board of Trustees of the Program and Manitoba Hydro, and to be bound by its terms and conditions, including any applicable trust agreements, plan texts or other governance documents, written policies and guidelines. The Program shall consist of the Winnipeg Civic Employees Pension Plan, the Winnipeg Civic Disability Plan and the Winnipeg Civic Employees Early Retirement Arrangement.

Any disputes with respect to member benefits under the Program shall not be the subject of the grievance and arbitration procedure under this Agreement, but shall be subject to adjudication under the terms of the Program documents and such procedures that the Program Trustees may adopt from time to time, or such procedures as may otherwise be available at law.

## **ARTICLE 27      TECHNOLOGICAL CHANGE**

- 27-1 A minimum of 90 days before the introduction of any technological change or changes in methods of operation which affect the conditions of employment, wage rates or work loads, Manitoba Hydro shall notify the Union of the proposed change. Any such changes shall be the subject of discussion between the Union and Manitoba Hydro.
- 27-2 Where practical, no permanent employees shall be dismissed by Manitoba Hydro because of mechanization or technological change provided they are prepared to take Manitoba Hydro's retraining program as soon as such retraining is available.
- 27-3 Employees who are displaced will be given the opportunity to fill other vacancies related to their skills and qualifications according to their seniority in Manitoba Hydro
- 27-4 No additional employees shall be hired by Manitoba Hydro on a permanent basis until those employees concerned are notified of the proposed changes and allowed a reasonable training period to acquire the necessary knowledge and skills required for retention of their employment.
- 27-5 Employees who participate in Manitoba Hydro's retraining program shall receive salary protection in accordance with Article 19-8.

## **ARTICLE 28      TOOLS. CLOTHING AND PROTECTIVE EQUIPMENT**

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Manitoba Hydro and the Union agree to meet on an as required basis to deal with all matters pertaining to protective/safety clothing and equipment, and tool losses. The parties agree that the appropriate lists and tool insurance as amended from time to time forms part of the Collective Agreement.

The parties agree that the protective/safety clothing and equipment lists, and tool losses are part of Article 28 and therefore fully enforceable under the terms and conditions as set out in the Collective Agreement.

Manitoba Hydro will arrange to provide eligible employees required to wear safety footwear with an annual payment of \$85.00. Eligibility will be determined on the same basis as for protective clothing which is permanent employees and as well, temporary and seasonal employees with nine months of service in one year. Payments for eligible employees will be made in January where practicable.

### Tool Insurance

Tool losses are subject to a \$25.00 deductible. Manitoba Hydro shall pay 100% of tool insurance.

## **ARTICLE 29      STANDBY TIME**

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29-1 Commencing January 15, 2004, employees required by the Corporation to work standby will be compensated as follows (until January 15, 2004, the provisions of the previous collective agreement will remain in effect):

\$20 for standby on a normal working day. Working day standby duty shall consist of all non-workinn hours from the completion of work on that day up to the normal starting time of the followinn day or up to what would be normal starting time on a day of rest or Corporation Holiday.

29-2 \$43 for standby on a non-working day. Non-working day standby duty shall consist of all hours commencing at what would be normal starting time during an employee's day or days of rest, including Corporation Holidays, through to what would be normal startinn time of the followinn day or normal starting time of the next normal work day.

29-3 If a Corporation Holiday falls during an employee's standby period the employee will be eligible for an additional day off (or a half day off in the case of Christmas Eve) with pay at a time to be mutually agreed between the employee and his/her supervisor. In no case shall the day be taken more than thirty days from the date of the Corporation Holiday.

29-4 The standby rates will be escalated at a rate and time coincident with general wage increases.

## **ARTICLE 30 REPRESENTATION OF EMPLOYEES**

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Manitoba Hydro shall receive the designated representatives of the various employee organizations to discuss wages and general working conditions. The Committee or delegates shall not normally exceed 7 (seven) in number.

## **ARTICLE 31 GRIEVANCES**

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31-1 Should employees, subject to this Agreement believe they have been unjustly dealt with or that any of the provisions of the Agreement have been violated, they shall proceed with their grievance in the following manner.

### Step 1

Within 15 working days of the event in question or the consequences of the event in question or from the time employees should reasonably have known of the occurrence of the event upon which the grievance is based or consequences thereof, the employees shall, with the assistance of a representative of the Union, if they so desire, take up the matter with their immediate Supervisor.

The parties will approach the resolution of grievances in a problem solving manner. For that purpose, any discussions and/or resolution of the grievance at this stage will be "without prejudice" to either party and will not be used and/or relied on by the parties at subsequent steps of the grievance process and/or at other grievance proceedings between the Union and Manitoba Hydro. To that end, the Supervisor shall consult as he or she deems necessary and shall render his or her decision within five working days of such consultation.

### Step 2

Failing satisfactory settlement in Step 1, the Grievance Committee of the Union, or a staff representative of the Union shall, within 15 working days from the date the grievance was taken up with the immediate Supervisor, submit to the Division Manager a written statement of the particulars of the grievance and redress sought with a copy to the Employee Relations Department.

The Division Manager or designate shall render his or her decision, in writing, with reasons, within 15 working days after receiving the grievance.

It is agreed by the Union and Manitoba Hydro that written reasons are provided by the Division Manager or designate for purposes of resolving grievances and are provided on a "without prejudice" basis.

### Step 3

- a) If settlement is not reached in Step Two (2), the Union may, within a further five (5) working days lodge the written grievance with the appropriate Vice President. Within five (5) working days, the Vice-President or a delegate shall discuss the matter with the Union and attempt to settle the grievance. The decision of the Vice-president shall be given not later than five (5) working days following the meeting.

### Step 4

The parties agree that where satisfactory settlement is not reached in Step 3, the grievance may be processed further either under Step 4-A or under Step 4-B.

### Step 4-A

The parties agree, for purposes of expediting the final resolution of grievances, that they may rely on the following procedures, or on the expedited arbitration provisions of the Labour Relations Act.

- a) Failing satisfactory settlement of the grievance at Step 3, the Union shall, within 45 working days from the date the decision of the Vice-president was received by the Union, refer the grievance to arbitration. The Union shall notify Manitoba Hydro by registered mail.
- b) Where arbitration is proceeded with on an expedited basis, in accordance with this Article, the Arbitrator will be appointed on a rotating basis from a list of five mutually agreed to arbitrators, which List of Arbitrators is attached to the Collective Agreement as Appendix "2".
- c) The List of Arbitrators is to be maintained and utilized as follows:
  - (i) annually, any substitutions that are required will be made by mutual agreement of the parties no later than January 30<sup>th</sup>;
  - (ii) unless the parties agree otherwise, the Arbitrator appointed to hear the grievance will be in accordance with the order of arbitrators on Appendix "2".



- d) As mutually agreed on a case by case basis, the parties will not use legal council at expedited arbitration.

**Step 4-B**

Failing satisfactory settlement being reached in Step 3, the Union shall, within 45 working days from the day the decision of the Vice President was received by the Union, refer the grievance to arbitration in accordance with Article 32.

- 31-2 Notwithstanding the procedural steps above, where circumstances giving rise to the grievance concern a transfer or promotion to another Department or Division, the Grievance Committee of the Union or a staff representative of the Union may within 15 working days of when the employee was advised in writing that he or she was not receiving the transfer or promotion, make an initial submission in writing to the Division Manager concerned. Failing satisfactory settlement being reached, the grievance would proceed to Step 3 above.

In addition, notwithstanding the time limits specified above, longer time periods may be substituted therefore by mutual agreement.

- 31-3 All conferences between the Union personnel and Manitoba Hydro administrative staff, referred to in the above outlined grievance procedure will be held by appointment during regular working hours without loss of time to employees.
- 31-4 It is further agreed that at the request of the Grievance Committee, the Union Representative will be called in on any dispute that may be the subject of negotiations.
- 31-5 If it is found by Manitoba Hydro, that an employee has been unjustly discharged or dealt with, such employee may be reinstated under terms and conditions set by Manitoba Hydro.
- 31-6 Manitoba Hydro agrees to recognize the Grievance Committee of this Union and its representatives as the sole representatives of the employees covered by this Agreement, but this will not prevent any employee from applying to be heard on his or her own behalf in any negotiations under this Section.
- 31-7 An accredited steward will be recognized on behalf of the employees whom he or she represents by the immediate superior of such employees, and failing satisfaction, by the more responsible officials in turn, to the Division Manager.
- 31-8 The Union and its representatives may originate a policy grievance on behalf of an employee or group of employees, and to seek adjustment with Manitoba Hydro in the manner provided in the grievance procedure. Such a grievance shall commence at the Division Manager of Human Resources level.

## **ARTICLE 32     ARBITRATION**

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### **32-1   Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement.

Where subsequently, both parties agree in writing, the Board of Arbitration shall consist of a single arbitrator.

In the event either party does not agree to a single arbitrator or in the event the two parties are unable to agree on an individual to serve as a single arbitrator, within 15 days of receipt of notification by registered mail specified above, the party originating the arbitration request shall notify the other party by registered mail, the name of its nominee on an arbitration board. Within 15 days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two Arbitrators shall then meet to select an impartial chairperson.

### **32-2   Failure to Appoint**

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within seven days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

### **32-3   Board Procedure**

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the differences of allegations and render a decision within 10 days from the time the Chairperson is appointed.

### **32-4   Decisions of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which, in its opinion, it deems just and equitable.

**32-5 Disagreement on Decision**

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

**32-6 Expenses of the Board**

Each party shall pay:

- 1) the fees and expenses of the arbitrator it appoints
- 2) half the fees and expenses of the Chairperson.

**32-7 Amending of Time Limits**

The time limits fixed in this arbitration procedure may be extended by consent of the parties to this Agreement.

**32-8 Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witness, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

**ARTICLE 33 CHECK OFF**

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33-1 Manitoba Hydro agrees to the compulsory check off of union dues on a biweekly basis for all employees covered by this Agreement as provided in the Rand Formula and subject to all the terms and conditions set out in the said Formula so far as the same can be made applicable to this Agreement, including the provision for a government supervised secret ballot before any strike shall be called. The said deduction of union dues will be forwarded forthwith to the Union.

33-2 In consideration of the premises, and of Manitoba Hydro making the compulsory check off of union dues as herein provided, the Union agrees to and does hereby indemnify and save Manitoba Hydro harmless from all claims, demands, actions and proceedings of any kind and from all costs which may arise or be taken against Manitoba Hydro by reason of Manitoba Hydro making the compulsory check off of union dues provided for in Subsection 33-1 hereof.

33-3 The Union agrees that, in respect to monies collected from employees, who by affidavit state they are members of a religious body which precludes membership or financial support to a trade union, said monies shall be turned over to an agreed upon charitable organization such as the Red Cross or the United Way.

## **ARTICLE 34      MEDICAL EXAMINATION**

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Before a new employee completes his or her probationary period with Manitoba Hydro or is initially confirmed as permanent, Manitoba Hydro's medical health practitioner(s) may be required to certify to Manitoba Hydro that the employee is physically fit for the work of the appointment.

## **ARTICLE 35      LEAVE OF ABSENCE**

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### 35-1 Union Leave of Absence

- a) Upon approval of the Division Manager, Human Resources, leave of absence, without pay, may be granted to employees to undertake full-time Union work as staff representatives or as elected officers to CUPE Manitoba, the Manitoba Federation of Labour, the National Executive of CUPE, or any other affiliated labour organization, for any period not less than six or more than 12 months and shall be automatically renewed on expiry for a like period from time to time unless either party signifies intention in writing of its desire to terminate said leave of absence in which case six months prior notice shall be given and the employee concerned may return to his or her position with Manitoba Hydro on termination of authorized leave. Such leave will not affect an employee's seniority. In the case of sick leave credits, when employees return to Manitoba Hydro, they shall be credited with the same amount of sick leave they had accumulated prior to their leave.
  
- b) Upon approval of the Division Manager, Human Resources, leave of absence with pay may be granted to employees to attend union schools, conferences, or conventions as official delegates: or to undertake full time but limited term Local 500 Union work. Such employee shall receive his or her rate of pay and benefits as provided in the Agreement and the Union shall reimburse Manitoba Hydro for all wages and costs of said benefits including Manitoba Hydro's share of pension contributions paid by Manitoba Hydro during the period of absence, such reimbursement to be made immediately on accounts being rendered by Manitoba Hydro.

For purposes of this Article, "full time limited term Local 500 Union work" shall mean undertakings directly applicable to industrial relations between the parties to this Collective Agreement. Requests for such leave of absence shall be submitted in writing to the Division Manager, Human Resources and shall specify the purpose of the leave and the time period involved.

- c) Leave of absence, with pay, shall be granted for any period of not more than 12 months when requested by the Union in the case of an employee who is elected President of the Union and may be renewed for a like period at the request of the Union, made not less than 30 days prior to the expiry of the said period. Such employee shall receive his or her rate of pay and benefits as provided in the Agreement and the Union shall reimburse Manitoba Hydro for all wages and cost of said benefits, including Manitoba Hydro's share of pension contributions paid by Manitoba Hydro during the period of absence, such reimbursement to be made immediately on accounts being rendered by Manitoba Hydro.
- d) During the period employees are on leave of absence, as provided in Paragraphs (a), (b) and (c) above, they shall remain eligible for promotion providing they are available when required Manitoba Hydro.

### 35-2 Leave for Public Duties

Manitoba Hydro recognizes the rights of employees to participate in public affairs. Therefore, upon written request, Manitoba Hydro will grant leave of absence without loss of seniority but without pay so that employees, where eligible, may be candidates in a federal, provincial or municipal election.

Any employee who is elected to public office shall be granted by Manitoba Hydro leave of absence without **loss** of seniority, but without pay, for a period of up to one year. Such leave shall be renewed each year, on request, during his or her term of office.

### 35-3 Bereavement Leave

In the event of the death of a designated family member - mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, 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 three (3) days leave with pay.

Under special circumstances, the Corporation may approve additional leave with pay.

In the event that the death of a designated family member occurs during an employee's vacation period, the employee shall have up to three (3) days 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.

#### 35-4 Funeral Leave

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.**

An employee shall be granted up to a maximum of one (1) day leave with pay for attending a funeral as a pallbearer or other funeral official.

#### 35-5 Maternity Leave

An employee may elect maternity leave under either Plan A or Plan B, depending upon which criteria she meets.

##### PLAN A

- a) Manitoba Hydro shall grant maternity leave to a female employee who has completed six months of service with Manitoba Hydro and who submits an application in writing to her Supervisor for a leave at least four weeks before the day specified by her in the application as the day on which she intends to commence such leave; and who provides her employer with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- b) The maternity leave shall consist of a period, not exceeding 20 weeks if delivery occurs on or before the estimated date of delivery specified in the certificate mentioned above, or a period of 20 weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned above and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- c) The maternity leave granted shall commence no earlier than 14 weeks preceding the estimated date of delivery and shall terminate no later than 20 weeks following the actual date of delivery.
- d) Maternity leave under Plan A shall be considered as a leave of absence without pay.

- e) The employee returning to work after maternity leave shall provide Manitoba Hydro with at least two weeks of notice prior to the date of returning to work. Employees who are permanent or who have been full-time temporary for a period of not less than two years shall, on return from 20 weeks or less of maternity leave or combined maternity and parental leave of 52 weeks or less, be placed in the same position occupied prior to the start of the leave. Should that position be eliminated during the employee's absence, the employer shall notify the employee and the employee shall exercise her rights as though she had remained in the job.

All employees not referred to above, including those who take more than 52 weeks of leave shall at the discretion of the Corporation, be placed in the position occupied at the time the leave commenced or in a comparable position at not less than the same wages as her position prior to her commencement of leave.

- f) Manitoba Hydro may, notwithstanding the above, vary the length of maternity leave upon proper certification by the attending physician.

35-5(1)

**PLAN B**

In order to qualify for Plan B, a pregnant employee must:

- a) Have completed 12 continuous months of service with Manitoba Hydro. Part-time and seasonal employees are eligible to apply for and receive Plan B in accordance with this Article.
- b) Submit to the Supervisor an application in writing for leave under Plan B at least four weeks before the date specified by her in the application as the date on which she intends to commence such leave.
- c) Provide Manitoba Hydro with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- d) Provide Manitoba Hydro with proof that she has applied for Employment Insurance benefits and that Human Resource Development Canada has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22 of the Employment Insurance Act of 1997.

- e) Must apply for and must be in receipt of Employment Insurance benefits before they can receive payments under the Plan. The Plan may provide for payments to an employee who is not in receipt of Employment Insurance benefits for the reason that the employee is serving the two week waiting period.

**35-5(2)** An applicant **for** maternity leave under Plan B must sign an agreement with Manitoba Hydro to provide that:

- a) she will return to work and remain in the employ of Manitoba Hydro for the equivalent of at least six months of full-time employment following her leave. For seasonal employees the equivalent of at least six months of full time employment following her leave, within *two* consecutive years; and
- b) she will return to work on the date of the expiry of her maternity leave and where applicable, parental leave, unless this date is modified by Manitoba Hydro in accordance with Article 35-5(3)(c). For seasonal employees, she will return to work on the date of the expiry of her maternity leave and where applicable, parental leave, or when called back to work by Manitoba Hydro if she has been laid off; and
- c) should she fail to return to work as provided under (a) and/or (b) above, she will be required to reimburse Manitoba Hydro for the full amount of pay received from Manitoba Hydro as maternity allowance during the entire period of maternity leave

**35-5(3)** An employee who qualifies is entitled to a maternity leave consisting of:

- a) a period not exceeding 20 weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 35-5(1)(c); or
- b) a period of 20 weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 35-5(1)(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- c) Manitoba Hydro may notwithstanding the above vary the length of maternity leave upon proper certification by the attending physician.



35-5(4)

During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with Plan B as follows:

- a) For the first two weeks an employee shall receive 93% of her weekly rate of pay.
- b) For up to a maximum of 15 additional weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and 93% of her weekly rate of pay. For part-time and seasonal employees, weekly rate of pay will be the amount determined by Human Resource Development Canada.
- c) All other time as may be provided under Article 35-5(3) shall be on a leave without pay basis.
- d) Employees have no vested right to payment under the Plan except to payments during a period of unemployment specified in the Plan.
- e) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.
- f) The allowance shall only be payable for the period she would otherwise be working and not on lay off.
- g) Effective December 19, 2002, upon return to work employees will be credited with sick leave credits equivalent to what they would have earned while on maternity leave.

35-5(5)

During the period of maternity leave, Manitoba Hydro will continue to pay its portion of pension, group life insurance, dental and vision care contributions based on the regular salary and regular contribution rates and provided the employee pays her regular contribution.

35-5(6)

The employee returning to work after maternity leave shall provide Manitoba Hydro with at least two weeks of notice prior to the date of returning to work. Employees who are permanent or who have been full-time temporary for a period of not less than two years shall, on return from 20 weeks or less of maternity leave or combined maternity and parental leave of 52 weeks, be placed in the same position occupied prior to the start of the leave. Should that position be eliminated during the employee's absence, the employer shall notify the employee and the employee shall exercise her rights as though she had remained in the job.

All employees not referred to above, including those who take more than 52 weeks of leave shall, at the discretion of the Department, be placed in the position occupied at the time the leave commenced or in a comparable position at not less than the same wages as her position prior to her commencement of leave.

35-5(7) Upon return to work, an employee will be credited with Corporate Service for the period of the maternity leave.

### 35-6 Parental Leave

- a) Manitoba Hydro will grant a leave of absence not to exceed 52 continuous weeks to any employee who has completed 12 months of service with Manitoba Hydro for the purpose of the actual care and custody of a child after becoming a natural or adoptive parent. The employee shall submit an application in writing, stating the duration of leave requested, to their Supervisor for parental leave at least four weeks before the day on which leave is intended to commence except in the case of an employee intending to take maternity leave in which case the employee shall submit their application for parental leave at the same time as their application for maternity leave.
- b) Parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee. However, where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before commencement of the parental leave.
- c) Parental leave shall be considered leave of absence without pay.
- d) Sick leave credits will not accrue for any period of time the employee is absent on parental leave.
- e) The employee returning to work after parental leave shall provide Manitoba Hydro with at least four weeks of notice in writing prior to the date of returning to work except in the case of an employee taking more than 17 weeks of parental leave, in which case at least 12 weeks notice in writing shall be required.

- f) Employees who are permanent or who have been full time temporary for a period of not less than two years shall, on return from 20 weeks or less of maternity leave or combined maternity and parental leave of 52 weeks, be placed in the same position occupied prior to the start of the leave. Should that position be eliminated during the employee's absence, the employer shall notify the employee and the employee shall exercise her rights as though she had remained in the job.

All employees not referred to above, including those who take more than 52 weeks of leave shall, at the discretion of the Department, be placed in the position occupied at the time the leave commenced or in a comparable position at not less than the same wages as her position prior to her commencement of leave.

- g) An employee on parental leave shall remain eligible for promotion providing the employee is available when required by the Department.
- h) Upon return to work, an employee will be credited with Corporate Service for the period of the adoptive or parental leave.

#### 35-7 Jury or Court Witness Duty

Manitoba Hydro shall grant leave of absence without **loss** of pay and without **loss** of seniority, to an employee who is subpoenaed as a witness or is required to serve as a juror in any court proceeding. The employee will turn over to Manitoba Hydro the payment he or she received for such services, excluding payments for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

#### 35-8 Benefits While on Leave Without Pay

Employees who are on an authorized leave of absence without pay, will be allowed, on request, to pay the fringe benefits as provided in this Agreement within the policies and regulations governing said benefits.

#### 35-9 General and Educational Leave

An employee may be granted a leave of absence without pay and without **loss** of seniority for educational leave, for compassionate leave or for personal reasons, where, in the opinion of Management such leave will not adversely affect the operation of Manitoba Hydro.

Manitoba Hydro agrees that it is to the mutual benefit of both Manitoba Hydro and the employee to improve the educational standards of the workforce. Accordingly, Manitoba Hydro shall, wherever practical, permit employees with five or more years of seniority up to one year of educational leave without pay. Approval for general or educational leave will not be withheld unreasonably.

### 35-10 Job Sharing

Manitoba Hydro and the Union jointly affirm that programs which encourage employees to retain their employment with Manitoba Hydro are of mutual benefit. One method of ensuring that this occurs is a formal **job** sharing arrangement.

Job sharing provides a systematic method of restructuring full-time work in order to accommodate the particular needs of employees (these include child care and further education), and provides the organization with an opportunity to retain skilled employees who might otherwise be forced to resign from their jobs.

#### Section One - General Terms and Conditions

- 1.01 Requests for job sharing will be employee initiated through the Supervisor and will be granted at the discretion of Manitoba Hydro. If the employee wishes to **job** share, **the** employee is responsible for finding a **job** sharer. Positions filled through job sharing must lend themselves to this type of staffing arrangement.
- 1.02 Prior to any individual job sharing arrangement being confirmed, it must receive the concurrence of the Union.
- 1.03 Only employees who have completed their probationary period within their existing position and are qualified to carry out the duties of the job share position shall be considered for job sharing.
- 1.04 Applicants for job sharing must be in positions of the same classification. (Any exceptions to this will be by mutual agreement between Manitoba Hydro and the Union.) The job to be shared must be currently held by one of the incumbents requesting job sharing. No one job sharer shall own the position after the job share agreement has commenced. If an employee has obtained permanent status prior to job sharing, the permanent status will be retained.

- 1.05 A participant in the job sharing program must provide at least one month of notice of intention to terminate employment with Manitoba Hydro.

In job sharing arrangements of one year or less, job sharers and Manitoba Hydro must provide at least one month's written notice of their intention to withdraw from the arrangement. In such instances, job sharers shall be returned to the position they occupied prior to the start of the job share. Should that position be eliminated during the employee's job share arrangement, the employer shall notify the employee and the employee shall exercise his or her rights as though he or she had remained in the job.

**Job** share arrangements which have been renewed and have continued for longer than one year will require 90 days written notice of withdrawal from the job sharers or Manitoba Hydro. Upon the conclusion of these longer job share arrangements, job sharers shall be returned to a comparable position at not less than the same wages. Should a comparable position not exist, the employees will be entitled to exercise their seniority rights.

When one of the job sharers resigns from the job share position or is promoted, the position will be offered to the other employee on a full-time basis, except where that employee was previously a part-time or seasonal employee, or from another Department, in which case that remaining employee will revert to their former position unless another employee from the same Department agrees to job share in that position (and in accordance with Section 1.01).

- 1.06 An employee wishing to continue job sharing has the responsibility to find a job sharer and must initiate a new request to job share. That remaining employee must carry out the duties of the position on a full-time basis until such time as another job share partner is found.
- 1.07 In the event an employee wishing to job share is unsuccessful in locating a qualified partner, Manitoba Hydro shall bulletin the job share position upon request from the employee. The bulletin would be Manitoba Hydro wide with hiring preference given to a qualified staff person within the same department.
- 1.08 In the event of full-time positions becoming vacant because of an agreement to job share another position, such vacancy will be filled temporarily for the first year in accordance with Article 12 of the Collective Agreement.

- 1.09 An employee who is participating in a job sharing arrangement shall be eligible to apply for promotion or lateral transfer. If successful, the employee will be required to terminate the job share arrangement and assume the duties and responsibilities of the new position on the date specified by Manitoba Hydro.
- 1.10 If there is more than one request for job sharing in the same classification and Manitoba Hydro is unable to grant all requests, first consideration will be given to the senior applicant.
- 1.11 Where available, prior to the development of a job sharing agreement, individuals will be given the option of part-time work.

In the event the employee accepts the part-time work, this Agreement shall not apply.

## Section Two - Rates of Pay and Benefits

- 2.01 Rates of pay for job sharers will be based on the daily rate which is equal to 1/10th of the biweekly rate.
- 2.02 Employment Insurance and Canada Pension Plan contributions will be based on actual earnings.
- 2.03 Job sharers will each be eligible for the following benefits on the same basis as part time employees:
- sick pay credits
  - dental plan
  - vision care plan
  - maternity leave
  - bereavement and funeral leave
  - workers' compensation
  - long service pay
  - group insurance
  - disability benefits
  - pension plan (Section 2.06).
- 2.04 Vacations shall be calculated according to Articles 25-2, 25-3, 25-4 and 25-5. Job sharers will have the option of being paid or taking time off.
- 2.05 Paid public holidays will be divided between the two job sharers based on time worked. For example, if the job is split 50/50, then public holidays will be split 50/50. If the job is split 60/40, then the public holidays will be split 60/40 and so on. The job sharers will develop a payment schedule in conjunction with Manitoba Hydro.

- 2.06 The Pension Plan shall be administered in accordance with City of Winnipeg Pension Plan.
- 2.07 Overtime will be considered as time worked in excess of the regular working hours in any work day, or time worked in excess of the total regular hours of work for the shared position in any work week.
- 2.08 Job sharers eligible for tool allowance shall receive this benefit on a pro rata basis.
- 2.09 Employees will accrue service for actual time worked in the job share position. If one of the job sharers is a part time or seasonal employee they will continue to maintain seniority only in their former position and will not accrue seniority in the job share position
- 2.10 Increments will be awarded on a pro rata basis, i.e.: job sharers will be eligible for an increment after working the equivalent of one full year (252 days).
- 2.11 Each job sharing agreement must be renewed annually. **Job** sharers must provide at least one month of written notice of their request to renew their agreement. In no case will an agreement exceed 10 years.

## **ARTICLE 36 PICKET LINES**

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No employee shall be required to cross a legally recognized picket line, except in cases where, in the opinion of Manitoba Hydro, it is necessary to provide emergency service.

## **ARTICLE 37 REHABILITATIVE EMPLOYMENT PROGRAM**

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- 37-1 Manitoba Hydro and the Union jointly affirm that the rehabilitative employment process is the mutual responsibility of not only the employer and employee but of Management and Union as well.

- 37-2 Manitoba Hydro will identify and designate a diverse range and level of positions, either currently occupied or vacant, consisting of either permanent positions, or those positions categorized as temporary, which, subject to consultation with and approval by the Union, shall be dedicated to the Rehabilitative Employment Program as rehabilitative positions. Placement of eligible employees into these positions shall be in accordance with the provisions of Clause 5. Deletions may be made at the discretion of Manitoba Hydro, following discussions with the Union.
- 37-3 Employees who have been accepted by Manitoba Hydro as permanently partially disabled (i.e., they will probably never be able to perform the duties and responsibilities of their former occupation), as determined by either the Workers' Compensation Board, the Employee Benefits Board or by mutual agreement between Manitoba Hydro and the Union, shall be eligible for placement through the Rehabilitative Employment Program. Included within this group are employees permanently partially disabled and:
- a) utilizing sick leave credits or sick leave of absence for medical reasons without pay; or
  - b) receiving disability benefits; or
  - c) receiving Workers' Compensation benefits.
- 37-4 The rate of pay assigned to positions designated in the Rehabilitative Employment Program shall be those provided for in the Collective Agreement.
- 37-5 To facilitate the placement of eligible employees into designated positions, a list of eligible employees will be developed and maintained by Manitoba Hydro by bargaining unit seniority, with said employees listed in order of their civic seniority date. Manitoba Hydro shall provide to the Union, in accordance with the provisions of Article 21, a listing of all employees participating in the Rehabilitative Employment Program.

## **ARTICLE 38      LONG SERVICE PAY**

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Until December 31, 2003, all employees covered by this Agreement shall receive service pay for each month of actual service employment as hereinafter provided. The service pay shall be paid annually on or before the last pay period in December, except for seasonal employees who shall be paid in January of the year following entitlement.

For the purposes of this Article, the following shall apply:

- a) Employees leaving the service of Manitoba Hydro for any reason on or before the 15<sup>th</sup> day of any month shall not be entitled to service pay for that month.



- b) Employees commencing service after the 15<sup>th</sup> day of any month shall not be entitled to service pay for that month.
- c) In order to determine the length of service for temporary and seasonal employees, 19 days shall constitute one month, and 228 days shall constitute one year.

Effective Pay Period #1, 1999:

- \$7.50 per month after completion of 10 years service.
- \$15.00 per month after completion of 15 years service
- \$22.50 per month after completion of 20 years service
- \$30.00 per month after completion of 25 years service
- \$37.50 per month after completion of 30 years service
- \$45.00 per month after completion of 35 years service

The provisions of this article will no longer apply after December 31, 2003.

## **ARTICLE 39 TOOL ALLOWANCE**

Employees in the following classifications shall be provided, in December of each year, with an annual Tool Allowance as specified below for maintenance of their required tools. If the number of months an employee works within the eligible classifications is less than 12 months then the Tool Allowance shall be reduced proportionately.

CLASSIFICATION	TOOL ALLOWANCE
Fleet Mechanic Journeyman	\$181.50
Fleet Technician I	\$181.50
Fleet Technician Senior I	\$181.50
Mechanic (non-certified)	\$143.00
Mechanical Technician I/II	\$143.00
District Serviceworker Journeyman (Appliance Service Repair)	\$77.00
Building Maintainer	\$77.00
Carpenter Journeyman	\$77.00
Carpenter (non-certified)	\$77.00
Electrical Technician I/II	\$77.00
Power Cable Journeyman	\$77.00
Customer Metering Technician Senior	\$77.00
Customer Metering Technician	\$77.00
Insulation Test Technician	\$77.00
Telecontrol Technician I	\$77.00
Welder Journeyman	\$77.00
Tradesperson Senior	\$44.00

CLASSIFICATION	TOOL ALLOWANCE
District Serviceworker I/ II (Meter Installer)	\$44.00
Building Operator	\$44.00

\* Note: the intent of this revised tool allowance schedule is to maintain the tool allowance entitlements that existed prior to wage and classification harmonization.

## **ARTICLE 40 CIVIL AND CRIMINAL LIABILITY**

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- a) With respect to criminal and civil liability, employees will be covered by the Corporation Policy on Indemnity of Employees.
- b) Affected employees will be advised that they also have the right to Union representation, if desired.
- c) The Union will be notified of any changes to Corporation Policy prior to implementation.

## **ARTICLE 41 CAR ALLOWANCE**

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The following "grandparent" provisions apply to employees in receipt of "Required" or "Regular" personal vehicle treatment prior to November 18, 2002 and who are still required to use their personal vehicle on company business on the same basis. (For current provisions, refer to Letter of Understanding #9/2002-05 – Vehicle Allowances):

- (1) Effective March 1, 2000, car allowance rates will be as follows:
  - a) Required Category: 11.89¢/kilometre and \$319.28/month  
 plus  
 6.30¢/kilometre of business use in excess of 12,000 business kilometres per year.
  - b) Regular Category: 11.89¢/kilometre and \$14.39/day (per day used).
  - c) Occasional Category: 31¢/kilometre

NOTE: Commuter travel between the employee's home and workstation is not business travel.

- (2) Parking Costs at Permanent Workstation:
- a) Required Category: 100% of approved parking (not applicable if parking provided by Manitoba Hydro).
  - b) Regular Category: 100% of employee's cost for those days when vehicle is used on Manitoba Hydro business.
  - c) Occasional Category: Out of pocket additional expense on date of use.
- (3) Parking Costs at Location Other Than Permanent Workstation:
- For All Categories: 100% reimbursement for any authorized expense incurred.
- (4) Insurance:
- a) Required Category:  
In March of each year (or prorated at other times for a partial year) payment be made equal to the difference in cost between business insurance and all purpose insurance for the employee's vehicle, subject to proof of purchase of business insurance by the employee.
  - b) Regular Category:  
In March of each year (or prorated at other times for a partial year) payment be made equal to the difference in cost between business insurance and all purpose insurance for the employee's vehicle, subject to proof of purchase of business insurance by the employee.
  - c) Occasional Category:  
No provision.
- (5) Effective March 1<sup>st</sup> of each year, the rate for fixed cost reimbursement shall be adjusted to reflect changes in the Statistics Canada indices (Winnipeg Region - February to February change) using the published weightings for the following:
- (i) purchase of automobiles
  - (ii) drivers licences
  - (iii) private and public insurance premiums
  - (iv) registration fees

(6) Effective March 1<sup>st</sup> of each year the portion of the per kilometre rate for maintenance shall be adjusted to reflect changes in the Statistics Canada indices (Winnipeg Region - December to December change) using the published weightings for the following:

- (i) tires
- (ii) batteries
- (iii) other automotive maintenance and repair supplies and parts purchased separately
- (iv) maintenance and repair jobs not covered by insurance.

The 1990 base figure is \$0.0257 (which includes an amount for oil).

Effective March 1<sup>st</sup> of each year the portion of the per kilometre rate for fuel shall be adjusted to reflect the common pump price for regular unleaded gasoline in Winnipeg at that time. The 1990 base figure is \$0.0665. A further change will be made at any time the price of gasoline deviates more than \$0.05 per litre (up or down) from that used in the previous calculation for a period of time exceeding 30 days.

**MANITOBA HYDRO  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500  
SALARY ADJUSTMENTS 2002 TO 2005**

**VE PAY F PERIOD COMMENCING DECEMBER 19, 2002**

Manitoba Hydro shall increase all biweekly/hourly rates by an amount equal to 3.0%.

This increase will be paid retroactively to the commencement of the collective agreement on all hours worked including overtime. Premium rates that have increased will also be paid retroactively to the commencement of the collective agreement where administratively feasible.

**E PAY PERIOD COMMEI                      JANUARY 1, 2004**

Manitoba Hydro shall increase all biweekly/hourly rates by 2.5%. The remaining 0.5% will be allocated to an alternate benefit, to be determined by the parties.

**EFFECTIVE PAY PERIOD                      |                      |                      30, 2004**

Manitoba Hydro shall increase all biweekly/hourly rates by a Cost of Living Increase based on the average increase to the Consumer Price Index (Winnipeg – all items) for the 12 month period ending December 31, 2004, minus up to 1.0% (amount to be determined by the coalition bargaining units). Any reduction in the wage increase will be offset by an increase of the same value, to be determined by the parties.

IN WITNESS WHEREOF the parties hereto have executed this agreement

as of the day and year first above written.

THE MANITOBA HYDRO-ELECTRIC BOARD, per

\_\_\_\_\_  
R.B. Brennan  
President and Chief Executive Officer

\_\_\_\_\_  
K.M. Tennenhouse  
General Counsel & Corporate Secretary

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500 per

\_\_\_\_\_  
Michael Mackinnon, Unit President

\_\_\_\_\_  
Kyle Kulbaba, Unit Vice-president

\_\_\_\_\_  
Greg Mandzuk, Representative

\_\_\_\_\_  
Michael Davidson, President

**APPENDIX A  
PAY GRADE SCHEDULES**

**Effective 2002 12 19 to 2003 12 31 - 3%  
Salary Schedule (Operations, Maintenance, Construction)**

Pay Grade		Minimum	Performance Point	Maximum
31	Hourly	28.39	35.18	38.69
	Biweekly	2,092.12	2,593.13	2,851.23
	Annually	54,395.12	67,421.38	74,131.98
25	Hourly	25.66	31.91	34.59
	Biweekly	1,890.95	2,351.73	2,549.10
	Annually	49,164.70	61,144.98	66,276.60
24	Hourly	23.54	29.27	31.21
	Biweekly	1,734.57	2,157.40	2,300.10
	Annually	45,098.82	56,092.40	59,802.60
23	Hourly	21.60	26.79	28.13
	Biweekly	1,591.85	1,974.45	2,073.13
	Annually	41,388.10	51,335.70	53,901.38
22	Hourly	19.80	24.56	25.38
	Biweekly	1,459.02	1,809.72	1,870.45
	Annually	37,934.52	47,052.72	48,631.70
21	Hourly	18.16	22.53	23.27
	Biweekly	1,338.32	1,660.17	1,714.84
	Annually	34,796.32	43,164.42	44,585.84
14	Hourly	16.67	20.67	21.16
	Biweekly	1,228.24	1,523.53	1,559.21
	Annually	31,934.24	39,611.78	40,539.46
13	Hourly	14.09	17.48	19.34
	Biweekly	1,038.47	1,288.21	1,425.61
	Annually	27,000.22	33,493.46	37,065.86
12	Hourly	12.69	15.73	17.40
	Biweekly	935.23	1,159.16	1,282.14
	Annually	24,315.98	30,138.16	33,335.64
11	Hourly	11.62	14.40	15.95
	Biweekly	856.28	1,061.24	1,175.87
	Annually	22,263.28	27,592.24	30,572.62
Input Rate B +	Hourly	11.13		
	Biweekly	820.60		
	Annually	21,335.60		
Input Rate A +	Hourly	10.66		
	Biweekly	785.68		
	Annually	20,427.68		

+ Promotion subject to recommendation on semi-annual reviews.

**Effective 2002 12 19 to 2003 12 31 - 3%**  
**Salary Schedule (Administrative, Engineering Support, IT)**

Pay Grade		Minimum	Performance Point	Maximum
31	Hourly	28.39	35.18	38.69
	Biweekly	2,092.12	2,593.13	2,851.23
	Annually	54,395.12	67,421.38	74,131.98
25	Hourly	25.66	31.91	34.72
	Biweekly	1,890.95	2,351.73	2,558.96
	Annually	49,164.70	61,144.98	66,532.96
24	Hourly	23.54	29.27	31.31
	Biweekly	1,734.57	2,157.40	2,307.69
	Annually	45,098.82	56,092.40	59,999.94
23	Hourly	21.60	26.79	28.23
	Biweekly	1,591.85	1,974.45	2,080.72
	Annually	41,388.10	51,335.70	54,098.72
22	Hourly	19.80	24.56	25.29
	Biweekly	1,459.02	1,809.72	1,863.62
	Annually	37,934.52	47,052.72	48,454.12
21	Hourly	18.16	22.53	23.19
	Biweekly	1,338.32	1,660.17	1,708.76
	Annually	34,796.32	43,164.42	44,427.76
14	Hourly	16.67	20.67	21.08
	Biweekly	1,228.24	1,523.53	1,553.90
	Annually	31,934.24	39,611.78	40,401.40
13	Hourly	14.09	17.48	19.27
	Biweekly	1,038.47	1,288.21	1,420.30
	Annually	27,000.22	33,493.46	36,927.80
12	Hourly	12.69	15.73	17.33
	Biweekly	935.23	1,159.16	1,277.59
	Annually	24,315.98	30,138.16	33,217.34
11	Hourly	11.62	14.40	15.90
	Biweekly	856.28	1,061.24	1,172.07
	Annually	22,263.28	27,592.24	30,473.82



## Job Families, Classifications and Grade Table

<b>Operations, Maintenance and Construction Classifications (Appendix B Salary Schedule)</b>		
<b>Job Family</b>	<b>Classification</b>	<b>Pay Grade</b>
Customer Service and Admin Support	Administrative Rep I	12
	Administrative Rep II	13
	Administrative Rep III	14
	Administrative Rep IV	21
	Administrative Rep V	22
	District Support Rep II	13
	District Support Rep III	14
Operations	Assistant District Operator I	23
	Assistant District Operator II	24
	Assistant District Operator III	25
	Building Maintainer	13
	Building Operator	14
	Cable Installer Lead	21
	Caretaker	12
	District Serviceworker I	14
	District Serviceworker II	21
	District Serviceworker Journeyman	22
	Labourer C	11
	Line Maintenance Patroller	21
	Operator Driver II	14
	Operator Driver III	21
	Power Cable Journeyman	23
	Power Line Journeyman	23
	Serviceworker I	13
	Serviceworker II	14
	Staff House Worker	12
	Station Operator	23
	Storekeeper II	13
	Storekeeper III	14
	Storekeeper IV	21
System Operator	23	
Technician's Helper	14	
Tramway Worker	14	

**Operations, Maintenance and Construction Classifications  
(Appendix B Salary Schedule)**

<b>Job Family</b>	<b>Classification</b>	<b>Pay Grade</b>
Technical Support	Tramway Worker Lead	21
	Utilityworker	13
	Utilityworker Lead	14
	Customer Metering Technician	23
	Customer Metering Tech. Senior	25
	Electrical Technician I	23
	Electrical Technician II	24
	Electrical Technician Senior	25
	Engineering Technician II	22
	Engineering Technician III	23
	Engineering Technician IV	24
	Fleet Technician I	22
	Fleet Technician Senior I	24
	Insulation Test Technician	23
	Mechanical Technician I	23
	Mechanical Technician II	24
Telecontrol Technician I	23	
Trades	Carpenter (non-certified)	14
	Carpenter Journeyman	21
	Fleet Mechanic Journeyman	21
	Mechanic (non-certified)	14
	Painter Journeyman	21
	Tradesperson Senior (Journeyman)	24
	Welder Journeyman	21
No Associated Family	Cook	13
	Cook Lead	14

### Job Families, Classifications and Grade Table

Admin Support, Engineering Support and IT Support Classifications (Appendix C Salary Schedule)		
Job Family	Classification	Pay Grade
Business Support	Research Analyst II	23
	Safety Officer Special	25
	Support Specialist II	24
	System Developer I	23
	System Developer II	24
	System Developer III	25
	System Developer IV	31
Creative Communications	Information Writer IV	23
Customer Service & Admin support	Administrative Rep I	12
	Administrative Rep II	13
	Administrative Rep III	14
	Administrative Rep IV	21
	Administrative Rep V	22
	General Accountant I	13
Finance	General Accountant II	21
	General Accountant III	23
	General Accountant Special	24
Marketing	Energy Services Advisor I	24
	Energy Services Advisor II	25
	Home Economist	23
Technical Support	Engineering Aid III	21
	Processing Support Analyst I	21
	Technical Assistant I	22
	Technical Assistant II	23 or 24
	Technical Assistant III	25 or 31

**APPENDIX B**  
**SUPPLEMENTARY AGREEMENTS**

Central District Control Centre Supplementary Agreement

Power Plants Supplementary Agreement

**APPENDIX C  
EMPLOYEE TRANSITION AGREEMENT**

**AGREEMENT BETWEEN**

**CUPE LOCAL 500**

**AND**

**MANITOBA HYDRO**

**RE: MANITOBA HYDRO PURCHASE OF WINNIPEG HYDRO  
EMPLOYEE TRANSITION AGREEMENT (ETA)**

**INTRODUCTION**

By City Council motion dated February 27, 2002 and by an Act of the Manitoba Legislature, the Manitoba Hydro Offer to Purchase (February 8, 2002) will result in Manitoba Hydro assuming responsibility for Winnipeg Hydro operations effective June 28, 2002.

The parties to this sale desire a smooth transfer of staff, programs and services to ensure all Winnipeg Hydro customers continue to receive quality hydro-electric services. The parties are equally concerned with a smooth transfer of Winnipeg Hydro staff to Manitoba Hydro. This Employee Transition Agreement (**ETA**) outlines the terms and conditions under which the transfer of City staff will occur.

**APPLICATION**

- 1.01 The **ETA** applies to all permanent, temporary, and part-time staff of Winnipeg Hydro who accept offers of employment from Manitoba Hydro, and who commence employment with Manitoba Hydro effective June 28, 2002.
- 1.02 Winnipeg Hydro staff currently represented by CUPE LOCAL 500 will remain members of Local 500 covered by the Local 500 – City of Winnipeg agreement.
- 1.03 Employees who accept offers of employment with Manitoba Hydro will become employees of Manitoba Hydro effective June 28, 2002.
- 1.04 The parties agree to revise the Local 500 agreement to conform to Manitoba Hydro structure, terminology, etc.
- 1.05 Employees who decline offers of employment with Manitoba Hydro will remain employees of the City and their employment status will be determined by the City in accordance with the Local 500 collective agreement.

- 1.06 Employees opting to remain in the employ of the City of Winnipeg may be loaned to Manitoba Hydro for a maximum period of six months. Prior to December 31, 2002 these employees will be placed in alternative positions within the civic service in accordance with the collective agreement between the City and Local 500. Throughout the loan period, these employees will remain on City payroll, although they will work under the control and direction of Manitoba Hydro.

#### **FREEZE ON BARGAINING UNIT CONFIGURATION**

- 2.01 The parties agree to request that the provincial legislation enabling the sale contain a provision freezing bargaining unit configuration for a period of 18 months from the date of transfer (June 28,2002).
- 2.02 Nothing in this agreement prevents the parties, including current Manitoba Hydro unions and associations from voluntarily agreeing to reconfigure bargaining units during the 18 month period.
- 2.03 Prior to the expiry of the 18 month freeze period the parties agree to meet to fully discuss the future bargaining unit configuration at Manitoba Hydro with a view to achieving a voluntary agreement acceptable to all parties (including current Manitoba Hydro unions and associations).
- 2.04 It is agreed that all current bargaining unit employees (CUPE LOCAL **500**) will remain in their current bargaining unit jurisdiction and collective agreement (subject to amendments the parties may agree to) until December 31, 2003, regardless of the integration of business operations and the intermingling of Manitoba Hydro and Winnipeg Hydro staff. It is acknowledged that Manitoba Hydro will be governed by the existing collective agreement provisions for Winnipeg Hydro employees.
- 2.05 Employees who accept posted vacant positions in another bargaining unit jurisdiction will change to the appropriate bargaining unit and be granted seniority consistent with the terms of the appropriate collective agreement.
- 2.06 The parties acknowledge that on integration of business operations and the intermingling of staff that there will be similar work that is currently performed by employees in a Winnipeg Hydro bargaining unit that will be performed by employees of a Manitoba Hydro bargaining unit and vice versa, including temporary assignments that cross jurisdictional lines. The parties agree that in these cases, the employees will remain in their current bargaining unit and this will not give rise to any jurisdictional claims for work or jurisdictional disputes between the parties.

## **PROVINCIAL ENABLING LEGISLATION**

- 3.01 In addition to the provisions of article 2.01 of this agreement, the parties further agree to request that provincial legislation contain provisions dealing with the following human resource issues:
- Employment security
  - Wage and benefit security
  - Pension and LTD security
  - Seniority

## **SALARIES & BENEFITS**

- 4.01 The 2002 general wage increase scheduled for October 6, 2002 will be 3.3% for all employees.
- 4.02 The parties agree to pursue salary harmonization immediately following the finalization of the acquisition of Winnipeg Hydro with the objective of achieving wage parity with Manitoba Hydro employees.
- 4.03 Pending agreement on salary harmonization, all eligible employees (those who are in Winnipeg Hydro classifications that have a salary maximum that is less than what their new salary maximum would be with Manitoba Hydro), will receive their first salary adjustment effective December 19, 2002, and annually thereafter on their individual annual salary review date as agreed to between the parties (no sooner than July 2003). These salary adjustments are in addition to any negotiated general wage adjustments that may be agreed to between the parties at contract renewal negotiations.
- 4.04 No employee will have their salaries reduced by virtue of this agreement; said staff will be green-circled. Green-circling means that said staff receive all general wage adjustments and current salary progression in full, in perpetuity as long as they remain in their present classification or one of equal pay.
- 4.05 The parties also agree to review current Winnipeg Hydro staff benefit plans and Manitoba Hydro benefit plans. The parties agree to commit the necessary resources to conduct the review without delay. The intent of the review is to pursue the objective of harmonized benefits. It is understood that the parties may only amend collective agreement provisions by mutual agreement. Every effort will be made to approve any agreed to amendments into the collective agreement by December 31, 2002. Manitoba Hydro will waive any applicable waiting periods for enrollment in Manitoba Hydro benefit plans on an as required basis.
- 4.06 The reviews will be confined to salaries and benefits only, and will not constitute full collective bargaining as provided for pursuant to Article 5 of the collective agreement.

## **SICK LEAVE**

- 5.01 The parties agree that the provisions of Article 22-10 of the Local 500 collective agreement entitle staff to receive their sick leave severance pay on or about the June 28, 2002 date of transfer.
- 5.02 Notwithstanding the provisions of article 5.01 of this agreement, the parties agree to the following options which are open to all transferring staff entitled to the provisions of article 22-10:
- i) to continue to be covered by the existing collective agreement provisions; or
  - ii) to “cash out” all eligible sick leave severance pay credits, in accordance with Article 22-10; or
  - iii) to vest their current Article 22-10 cash out entitlement into the Manitoba Hydro sick leave vesting account. The only credits available to be transferred (excepting the provisions of article 5.07 below) are those credits available for cash out purposes; or
  - iv) to take any combination of items ii) and iii) above,
- 5.03 For those employees that select option ii, iii or iv, Manitoba Hydro will allow employees to retain 7.5 days of sick leave from their 2002 allotment of 15 days, for use for regular sick leave purposes.
- 5.04 All employees covered by this ETA will have until May 31, 2002 to select an option outlined in clause 5.02 of the agreement.
- 5.05 The employer agrees to fund both **group** and individual financial counseling (one hour per person) for all employees requiring same to enable employees to fully consider the options contained herein. The one hour individual session may be extended upon approval of management.
- 5.06 The parties agree to schedule group and individual meetings with all employees to discuss sick leave options. These meetings will be held prior to May 24, 2002. The parties further agree to provide written information to all employees on sick leave options.
- 5.07 Long Term Disability (LTD) Waiting Period:  
Employees exercising their rights pursuant to clauses 5.01 and 5.02 ii, iii, or iv of this agreement shall be allowed to retain any remaining sick leave credits (which do not qualify for cash out), to be used for the expressed purpose of providing income during any six (6) month waiting period they may incur to qualify for LTD benefits.



## **PENSION**

- 6.01 The attached Appendix 1 which contains excerpts from Manitoba Hydro's offer to purchase, forms part of this agreement.
- 6.02 The Offer to Purchase provides for transferring staff to remain as members of the City's Employee Benefits **Program** and for Manitoba Hydro to become a participating employer in the EBP.
- 6.03 The parties agree to facilitate the transfer of employees and plan assets covered by this agreement to a new Manitoba Hydro pension plan, when such a jointly trusted plan is created and contains benefits equal to, or greater than those contained in the City's EBP.

## **PROBATION**

- 7.01 Employees who have completed a probation period with the City will not be required to serve one with Manitoba Hydro.

## **SENIORITY**

- 8.01 The parties agree to transfer all employees service seniority with the City to Manitoba Hydro. The parties further agree to seek agreement from the appropriate Manitoba Hydro union's/association's to enable this provision.
- 8.02 The parties further agree to seek a seniority protection provision in the contemplated provincial legislation in accordance with article 3.01 of this agreement.

## **EMPLOYMENT LETTER**

- 9.01 The parties agree that all eligible Winnipeg Hydro staff will receive an employment letter, outlining a permanent employment offer from Manitoba Hydro by April 17, 2002. Staff will have until Monday, April 29<sup>th</sup>, 2002 at 4:30pm, to accept this offer.
- 9.02 The decision of employees will be binding on both the employee and Manitoba Hydro. In the event that an employee does not respond to the employment letter, they will be deemed to have elected to remain with the City of Winnipeg.

- 9.03 Notwithstanding the provisions of 9.02 above, the parties agree to deal with individual situations on a case by case basis where responses have not been received by the deadline due to extenuating circumstances. For employees eligible for, and considering the voluntary severance option, employment letters must be returned by no later than Monday May 6, 2002.

### **VOLUNTARY SEVERANCE OPTION**

- 10.01 In addition to the sick leave cashout provided in Article 22-10 of the collective agreement, the parties agree to the following voluntary severance option for all staff who are eligible to retire from the City by June 27, 2002.
- 10.02 The voluntary severance program shall include the following payments to eligible staff prior to the date of retirement:
- Three weeks pay for every year of service with the City, up to a maximum of fifty-four **(54)** weeks.
- 10.03 Eligible staff must declare their intention to retire in writing. Retirement will be effective June 27, 2002 unless otherwise agreed to by the parties on a case by case basis.
- 10.04 Manitoba Hydro will ensure that employees will receive the provisions of Article 10 of this agreement.

### **SENIOR LABOUR – MANAGEMENT COMMITTEE**

- 11.01 The parties agree to form a senior labour-management committee, not to exceed a total of 10 persons, with equal representation from each party.
- 11.02 The purpose of the senior labour-management committee will be to oversee all aspects of the transfer process, including administration of this agreement.
- 11.03 In the event of disagreement the parties agree to refer such issues to a senior steering committee comprised of the President & CEO of Manitoba Hydro and the President of Local 500.

### **GEOGRAPHIC RELOCATION ISSUES**

- 12.01 Employees covered by this agreement will not be subject to relocation from their current location (Winnipeg, Pointe du Bois, Lac du Bonnet) except by mutual agreement.

- 12.02 The parties agree to the formation of a joint committee not to exceed a total of six (6) persons, with equal representation from each party to discuss all matters related to possible staff relocation and issues related to the Pointe du Bois townsite.
- 12.03 In the event of disagreement, unresolved issues will be referred to the committee provided for in article 11.03 of this agreement.

### **HOURS OF WORK**

- 13.01 The parties agree that as soon as it is feasible after June 28<sup>th</sup>, 2002, all Winnipeg Hydro employees will adopt Manitoba Hydro's basic hours of work (73.7 hours biweekly) and work schedules, including the 9-day work schedule.
- 13.02 Notwithstanding the provisions of 13.01, shift employees will continue to work their current daily shift hours and be compensated for the reduction in basic hours of work as agreed to between the parties.
- 13.03 Winnipeg Hydro employees who currently work 70 hours biweekly will receive a 5.3% wage adjustment to their biweekly salary to compensate for the increase in hours.
- 13.04 Employees who currently work 80 hours biweekly will receive an 8.5% increase in hourly rates of pay to maintain their biweekly salary.
- 13.05 All overtime will be compensated at double time rates, notwithstanding the current provisions of the collective agreement.

### **GRIEVANCE PROCEDURE**

- 14.01 This agreement is fully grievable/arbitrable and shall be deemed to be part of the CUPE Local 500 collective agreement.

***Original agreement signed April 12, 2002 by Paul Moist, President of CUPE Local 500 and R.B. Brennan, President and Chief Executive Officer of Manitoba Hydro.***

## ETA APPENDIX 1

### EXCERPTS FROM MANITOBA HYDRO'S OFFER TO PURCHASE

- (iv) the Purchaser will build a minimum 400,000 square foot office building in the Downtown Winnipeg area within five years of the date of closing and, in the event the Purchaser shall fail to commence construction of such office within five years, the Purchaser shall pay to the Seller a penalty based on estimated annual municipal property taxes.
- (v) the parties will comply with the Laws of the Province of Manitoba regarding successor rights, **and** the Purchaser will comply with all associated obligations to honour the collective agreements of Winnipeg Hydro. The Seller will not transfer employees to Winnipeg Hydro or take other measures to materially alter the employment obligations of Winnipeg Hydro between the date of this letter and the date of closing.
- (viii) the parties will structure the Definitive Agreement so as to ensure that the pensions of all Winnipeg Hydro employees are duly protected.

The Purchaser will receive the benefit of Winnipeg Hydro's share of the surplus in the Civic Employees' Pension Fund (estimated in the Fall of 2001 to be \$21 million), if legally possible by the transfer of said share to the Purchaser on closing.

It is intended that affected employees would in due course leave the Seller's Employee Benefits Program and become subject to an alternate plan or arrangements which provide the same or equivalent benefits as the Employee Benefits Program. During any transitional period before such alternate plan or arrangements are available, affected employees would continue to participate in the Employee Benefits Program and the Purchaser would seek to become a participating employer under the Employee Benefits Program with respect to the affected employees.

It is recognized that the laws associated with the transfer of pension benefits are complex, and the precise mechanics to implement the above intent will be developed by the parties for inclusion in the Definitive Agreement.

**APPENDIX D  
LIST AND ORDER OF ARBITRATORS**

William D. Hamilton

Arne Peltz

Blair Graham, Q.C.

## Letters of Understanding

1/2002-05	Deferred Salary Leave Plan
2/2002-05	Employment Security
3/2002-05	Employment Equity
4/2002-05	Flexible Hours of Work
5/2002-05	Hours of Work – Staffhouse Workers
6/2002-05	Winnipeg River Generating Stations Operation
7/2002-05	Modified Work Schedule – Winnipeg River Generating Stations, Pointe du Bois
8/2002-05	Union President
9/2002-05	Vehicle Allowances
10/2002-05	Wage Harmonization– Miscellaneous
11/2002-05	Temporary Market Adjustment (TMA) for Employees Within the Line Trades Family
12/2002-05	Pointe du Bois Shift Operation
13/2002-05	Christmas/New Year's Holiday Period – Construction Employees
14/2002-05	Hours of Work – ADO Trouble Shift
15/2002-05	Hours of Work – Dispatch Shift
16/2002-05	Journey Power Plant Operator Progression
17/2002-05	Benefit Credit Purchase



LETTER OF UNDERSTANDING #1/2002-05  
Between  
MANITOBA HYDRO  
and  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: DEFERRED SALARY LEAVE PLAN

---

This letter will confirm the agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 500, with respect to a deferred salary leave plan, effective October 23, 2003:

Employees who have successfully completed their probationary period shall be entitled to participate in a Deferred Salary Leave Plan.

This Plan allows for employees to defer a portion of their salary to fund a leave of absence from Manitoba Hydro. The leave of absence shall not be less than six months and not more than 12 months. The only exception is for full-time attendance as a student at a designated educational institution where the leave shall not be less than three consecutive months.

The terms and conditions of the Plan as contained in the document titled "Salary Deferral Leave Plan CUPE Employees" dated September 2000, are hereby incorporated by reference into this Collective Agreement and shall be made available to employees upon their request to either the Union or Manitoba Hydro

Agreed this date: October 23, 2003

For Manitoba Hydro: J. Mayo  
Janet L. Mayo, Employee Relations Manager

For Canadian Union of Public Employees, Local 500:

Michael Davidson  
Michael Davidson

Greg Mandzuk  
Greg Mandzuk

Mike Mackinnon  
Mike Mackinnon



LETTER OF UNDERSTANDING #2/2002-05  
Between  
MANITOBA HYDRO  
and  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: EMPLOYMENT SECURITY

---

This letter will confirm the agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 500, with respect to the following employment security provisions, effective October 23, 2003:

1. During the life of this Agreement, no permanent employee shall be laid off provided they accept any reasonable offer of alternative employment made by Manitoba Hydro. This provision shall expire on December 31, 2005.
2. The exception to #1 above shall be the employees who are subject to the mandatory Christmas shutdown period, as set out in the Letter of Understanding signed August 15, 2002, relating to the Christmas/New Year's Holiday Period for Construction Employees.

Agreed this date: October 23, 2003

For Manitoba Hydro: Janet L. Mayo  
Janet L. Mayo, Employee Relations Manager

For Canadian Union of Public Employees, Local 500:

Michael Davidson  
Michael Davidson

Greg Mandzuk  
Greg Mandzuk

Mike Mackinnon  
Mike Mackinnon





LETTER OF UNDERSTANDING #3/2002-05  
Between  
MANITOBA HYDRO  
and  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: EMPLOYMENT EQUITY

---

This letter will confirm the agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 500, with respect to employment equity, effective October 23, 2003:

Manitoba Hydro and CUPE local 500 share in the commitment to equitable employment and support of the goal of creating a diverse workforce that is representative of the diverse community that Manitoba Hydro serves. In achieving this diverse workforce, the following objectives will be pursued:

- a) maintaining and creating current and future employment systems and practices that are equitable and nondiscriminatory
- b) addressing disparities in Manitoba Hydro's present workforce distribution, thus pursuing a workforce composition that ~~reflects~~ the demographics of Manitoba; this includes the active recruitment and retention of designated group members
- c) fostering an inclusive organization which maximizes the contributions of a diverse workforce.

Agreed this date: October 23, 2003

For Manitoba Hydro: J. Mayor  
Janell L. Mayor, Employee Relations Manager

For Canadian Union of Public Employees, Local 500:

Michael Davidson  
Michael Davidson

Greg Mandzuk  
Greg Mandzuk

Mike Mackinnon  
Mike Mackinnon



LETTER OF UNDERSTANDING#4/2002-05  
Between  
MANITOBA HYDRO  
and  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: FLEXIBLE HOURS OF WORK

---

This letter will confirm the agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 500, with respect to flexible hours of work, effective October 23, 2003:

Flexible hours of work will be available to employees on the following basis:

1. Where ~~feasible~~ and practical, employees may request flexibility in starting and finishing times within certain limits.
2. Employees' work schedules must meet the operational requirements of their work area as determined by their supervisor.
3. The "core hours" of work for all full-time employees will be 9:00 a.m. to 3:30 p.m. (excluding lunch).
4. Employees may commence their work day between 7:00 a.m. and 9:00 a.m. and end their work day 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).
5. Employees will receive an unpaid meal break of not less than ½ hour and not greater than 1 hour.
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.
7. Employees may, with reasonable notice, revert back to normal working hours in accordance with Article 17 when a flexible work arrangement is no longer necessary or desirable.

*[Faint, illegible text]*

Agreed this date: October 23, 2003

For Manitoba Hydro: *J. Mayo*  
Janet L. Mayo, Employee Relations Manager

For Canadian Union of Public Employees, Local 500:

*M. Davidson*  
Michael Davidson

*G. Mandzuk*  
Greg Mandzuk

*M. Mackinnon*  
Mike Mackinnon

*Ti*



LETTER OF UNDERSTANDING #5/2002-05

Between  
MANITOBA HYDRO  
and  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: HOURS OF WORK - STAFFHOUSE WORKERS

---

This letter will confirm the agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 500, with respect to hours of work for staffhouse workers, effective October 23, 2003:

Staffhouse Workers at Pointe du Bois will work the same basic daily hours of work and the nine day work cycle as covered in the Letter of Understanding on Article 17 - Hours of Work with the following exceptions in order to provide for seven days per week coverage:

1. Staff will work 9 days in a biweekly pay period, however, they will have different days off in order to provide for 7 days per week coverage
2. Shift schedule will be structured to provide that the work week is from Thursday of one week to Wednesday of the following week

Agreed this date: October 23, 2003

For Manitoba Hydro: Janet L. Mayor  
Janet L. Mayor, Employee Relations Manager

For Canadian Union of Public Employees, Local 500:

Michael Davidson  
Michael Davidson

Greg Mandzuk  
Greg Mandzuk

Mike Mackinnon  
Mike Mackinnon



LETTER OF UNDERSTANDING #6/2002-05  
Between  
MANITOBA HYDRO  
and  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

**RE: WINNIPEG RIVER GENERATING STATIONS OPERATION**

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This letter will confirm the agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 500, with respect to operations at the Winnipeg River Generating Stations, effective October 23, 2003:

The following conditions will apply:

1. All staff will have a Winnipeg River headquarters zone, meaning they could be assigned to work at all stations associated with the Winnipeg River Generating Stations operation (Great Falls, Pine Falls, McArthur Falls, Seven Sisters, Pointe du Bois and Slave Falls).
2. Former Winnipeg Hydro employees will retain their normal Pointe du Bois assembly point and work location. In accordance with the Employee Transition Agreement, they would not be required to permanently change assembly points on the Winnipeg River without their agreement.
3. Former Winnipeg Hydro employees at Pointe du Bois will be required to work at other stations on the Winnipeg River on an as-required temporary basis to meet work requirements, training purposes, etc.
4. Staff will normally travel on their own time to temporary assembly point locations and will normally be provided with Corporate transportation for daily commuting between their normal place of work and the temporary work location.
5. An employee who uses his/her own vehicle to commute between work locations will be reimbursed at the Corporation Policy rate for daily commuting.
6. Employees temporarily assigned to a different work location will also be provided with a lunch meal or a lunch allowance if the temporary work location is 25 or more road kilometres from their normal assembly point.
7. The personal vehicle rate and lunch allowance will be subject to periodic adjustment on the same basis as other Manitoba Hydro employees

Agreed this date: October 23, 2003

For Manitoba Hydro: Janet L. Mayor  
Janet L. Mayor, Employee Relations Manager

For Canadian Union of Public Employees, Local 500:

Michael Davidson  
Michael Davidson

Greg Mandzuk  
Greg Mandzuk

Mike Mackinnon  
Mike Mackinnon

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**LETTER OF UNDERSTANDING #7/2002-05**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500**

**RE: MODIFIED WORK SCHEDULE – WINNIPEG RIVER GENERATING STATIONS, POINTE DU BOIS**

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This letter will confirm the agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 500, with respect to a modified work schedule at the Pointe du Bois and Slave Falls Generating Stations (except shift and staffhouse employees), effective October 23, 2003:

1. The workday shall be eight (8) hours and ~~fifty-two~~ [52] minutes (8.86 hours) at straight time. The workday may be established between the hours of 07:00 and 18:00 as designated or approved by the Plant Manager.
2. The first Friday and Monday in each biweekly work period shall normally be days off except when there is a Corporation Holiday (see attached schedule of banked days off). ~~Three-day~~ work weeks will not normally be scheduled.
3. Overtime will commence after the workday of eight (8) hours and ~~fifty-two~~ [52] minutes.
4. Utilization of vacation credits for employees will be on the basis of eight (8) hours and ~~fifty-two~~ [52] minutes per day at basic rate.
5. Time off with pay for employees on sick leave, family illness leave and bereavement leave will be paid at the rate of eight (8) hours and ~~fifty-two~~ [52] minutes per scheduled workday.
6. On transfer from one location to another, an employee will work the scheduled work period in effect at the new location. The modified work schedule is an averaging plan and there will be no reconciling of time in these instances.
7. The five (5) day minimum required (as per Article 18-8) to assign a non-shift to a shift will be a four (4) day minimum.
8. If there is undue hardship to either party, these provisions may be discontinued by providing thirty (30) days written notice to the other party.

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Agreed this date: October 23, 2003

For Manitoba Hydro: J. Mayor  
Janet L. Mayor, Employee Relations Manager

For Canadian Union of Public Employees, Local 500:

M. Davidson  
Michael Davidson

G. Mandzuk  
Greg Mandzuk

M. Mackinnon  
Mike Mackinnon

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**LETTER OF UNDERSTANDING #8/2002-05**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500**

**RE: UNION PRESIDENT**

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This letter will confirm the agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 500, with respect to leave of absence provisions for employees who have been granted a full time leave of absence for the purpose of undertaking the President position with Local 500, Winnipeg Hydro Unit, effective October 23, 2003:

In addition to serving the needs of the Local Union the President will be engaged in joint Union/Management project initiatives and activities such as Winnipeg Hydro integration, harmonization, jurisdictional review, and safety, quality and other cooperative committees. These joint initiatives and cooperative activities are intended to encompass the majority of the President's time.

The following terms and conditions will apply:

1. Eligibility

Existing employees of Manitoba Hydro who have been granted leave of absence to undertake the President position on a full time basis with CUPE Local 500, Winnipeg Hydro Unit.

2. Duration

Until June 30th, 2004, and to be reviewed at that time. The term may be extended on request and with the approval of the Division Manager, Human Resources.

3. Salary and Benefits

The Corporation will be responsible for the Union President's biweekly salary plus benefit costs (including any general salary adjustments that occur while the employee is fulfilling the Union President role). The Union President's biweekly salary will be equal to the maximum of pay grade 25. Should the Union decide to provide additional remuneration beyond the maximum of pay grade 25, they would be responsible for the additional costs to wages and benefits and would be billed accordingly by the Corporation.

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4. Expenses

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

5. Service and Seniority

Individual will continue to accrue years of service and will retain their service and classification seniority dates for job selection purposes.

6. Vacation

The individual will continue to accrue vacation in accordance with the Collective Agreement and their accumulated service with Manitoba Hydro and the Union. The Union will advise Manitoba Hydro, on a biweekly basis, when vacation credits are utilized and the individual's vacation credits will be decreased accordingly.

7. Sick Leave

Individuals will continue to accrue sick leave credits in accordance with the Collective Agreement. When sick leave is utilized, the Union will advise the Corporation on a biweekly basis, and accumulated sick leave credits will be decreased accordingly.

8. Corporation Holidays

Corporation holidays will be in accordance with the Collective Agreement.

9. Compassionate Leave

Compassionate leave will be in accordance with the Collective Agreement.

10. Dental Services Plan

The individual will continue to be covered by the dental services plan in accordance with the Collective Agreement.

11. Voluntary Health Plans

The individuals will continue to be covered by the Corporation's voluntary health plans.

12. Group Life Insurance

The individuals will continue to be covered by the group life insurance plan in accordance with the Collective Agreement.

13. Long Term Disability Plan

The individuals will continue to be covered in accordance with the Collective Agreement.

14. Workers Compensation

Manitoba Hydro will be responsible for workers compensation coverage. Should the individual be unable to continue in the Union President role, the Corporation will assume responsibility to accommodate the employee in other available employment.

15. Re-employment

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

16. Course Awards

The individual will retain eligibility for the Corporation's course rebate program.

17. General

Should an individual leave the employ of the Union and not return to employment with Manitoba Hydro, outstanding vacation, banked vacation, will be paid off to the individual as follows:

i) Retirement

At the individual's basic rate of pay with the Union. The Union will be billed for its share based on the difference between the individual's basic rate of pay with the Union and the prevailing basic rate of pay for the classification the individual was last employed in with Manitoba Hydro, for the credits accrued while in the employ of Manitoba Hydro.

ii) Other Than Retirement:

Credits accrued while in the employ of Manitoba Hydro:

At the prevailing basic rate of pay for the classification, the individual was last employed in with Manitoba Hydro.

Credits accrued while in the employ of the Union: At the individual's basic rate of pay with the Union.

Agreed this date: October 23, 2003

For Manitoba Hydro: Janet L. Mayor  
Janet L. Mayor, Employee Relations Manager

For Canadian Union of Public Employees, Local 500:

Michael Davidson      Greg Mandzuk      Mike Mackinnon  
Michael Davidson      Greg Mandzuk      Mike Mackinnon



**LETTER OF UNDERSTANDING #9/2002-05**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500**

**RE: VEHICLE ALLOWANCES**

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This letter will confirm the agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 500, with respect to vehicle allowances, effective October 23, 2003:

1. All employees except those covered in #3 below will be covered by Manitoba Hydro Personal Vehicle Rate policies [G651 for assigned category "E" vehicle usage and G552A for unassigned (casual) vehicle usage]. Employees will be responsible for paying for their own parking at their regular place of work.
2. "Occasional" category employees will be covered by the Manitoba Hydro Policy G552A for unassigned (casual) vehicle usage.
3. Employees in receipt of "Required" or "Regular" Personal vehicle treatment prior to November 18, 2002 and still required to use their personal vehicle on company business on the same basis, will have the option of converting to Manitoba Hydro personal vehicle policies, including paying for their parking at their regular place of work.

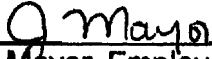
**OR**

Retaining the current car allowance treatment as **provided** in Article 41 of the Collective Agreement (including free parking at their regular place of work).

An employee who initially elects to retain existing treatment may elect at any time in the future to adopt Manitoba Hydro vehicle policies. Once employees have adopted Manitoba Hydro policies, they cannot revert back to previous City of Winnipeg treatment.

4. For employees currently in the "required or "regular" vehicle category and who are no longer required to use their personal vehicle on this basis, they will be provided with a minimum of 90-calendar days notice to discontinue the current application.

Agreed this date: October 23, 2003

For Manitoba Hydro:   
Janet L. Mayor, Employee Relations Manager

For Canadian Union of Public Employees, Local 500:

  
Michael Davidson

  
Greg Mandzuk

  
Mike Mackinnon



LETTER OF UNDERSTANDING #10/2002-05  
 BETWEEN  
 MANITOBA HYDRO  
 AND  
 THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: WAGE HARMONIZATION - MISCELLANEOUS

This letter will confirm the understanding between the Corporation and the Union regarding salary progression for trainees, classification of clerks and the PIO Salary Schedule, effective October 23, 2003.

1. Salary progression for trainees.

Salary progression for employees in trainee classifications is outlined in the following tables:

	Manitoba Hydro Operator Trainee	Winnipeg Hydro Power Plant Operator Trainee
Starting Rate	\$13.00	\$18.24
6 months	\$14.65	\$18.95 ( 2 weeks)
12 months	\$16.50	\$19.66 (10 weeks)
18 months		\$20.30 (26 weeks)
24 months	\$18.58	\$21.20 (12 months)
30 months		\$21.74 (24 months)
36 months	\$20.95	\$22.68 (36 months)
42 months		\$23.33 (48 months)
48 months	\$23.60	\$23.85 (60 months)
Maximum	\$28.13	\$23.85

*Continue current progression to current \$23.85 maximum and then cross over to Manitoba Hydro progression [4.4% to performance point (\$26.79) and 2.2% thereafter to maximum].*

	<b>Manitoba Hydro Power Cable Trainee</b>	<b>Winnipeg Hydro Apprentice Cable Splicer</b>
<b>6 months</b>	<b>\$14.65</b>	<b>\$14.56</b>
<b>12 months</b>	<b>\$16.50</b>	<b>\$15.88</b>
<b>18 months</b>		<b>\$16.74</b>
<b>24 months</b>	<b>\$18.58</b>	<b>\$17.94</b>
<b>30 months</b>		<b>\$19.27</b>
<b>36 months</b>	<b>\$20.95</b>	<b>\$20.75</b>
<b>42 months</b>		<b>\$22.62</b>
<b>48 months</b>	<b>\$23.75</b>	<b>\$28.61</b>
<b>60 months</b>		
<b>Maximum</b>	<b>\$28.13</b>	<b>\$28.61</b>

*Continue current progression to current \$28.61 maximum (green circled).*

	<b>Manitoba Hydro Power Electrical Trainee</b>	<b>Winnipeg Hydro Apprentice Electrician Power Utility</b>
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Manitoba Hydro Power Line Trainee	Winnipeg Hydro Apprentice Line Installer/Repairer
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*Continue current progression to current \$28.41 maximum (green circled).*

	Manitoba Hydro Power Electrician Trainee	Winnipeg Hydro Test Trainee
Starting Rate	\$13.00	\$13.68
6 months	\$14.65	\$14.87
12 months	\$16.50	\$16.13
18 months		\$17.35
24 months	\$18.58	\$18.72
30 months		\$19.86
36 months	\$20.95	\$21.04
42 months		\$22.24
48 months	\$23.75	\$24.35
54 months		\$26.52
60 months		\$29.64
Maximum	\$28.13	\$29.64

*Continue current progression to current \$29.64 maximum (green circled).*

	Manitoba Hydro Meter Shop Trainee	Winnipeg Hydro Meter Shop Trainee
Starting Rate	\$13.00	\$12.46
6 months	\$14.65	13.28
12 months	\$16.50	14.19
18 months		14.87
24 months	\$18.58	15.93
30 months		17.55
36 months	\$20.95	19.12
42 months		20.30
48 months	\$23.75	25.88
60 months		
72 months		
Maximum	\$28.13	25.88

*Continue current progression to current \$25.88 and then cross over to Manitoba Hydro progression [4.4% to performance (\$26.85) and 2.2% thereafter to maximum].*

**Note:** As there is no comparable Manitoba Hydro classification, Winnipeg Hydro Power Systems Operator Trainees would retain their existing classification and salary progression. Future trainees hired after December 19, 2002 would progress based upon the Manitoba Hydro salary progression.

## 2. Wages and classification for Clerks.

### a) Clerk A's and B's

All existing Clerks A & B will be classified with a base classification of Administrative Representatives II or District Support Representative II (Pay Grade 13) unless agreed otherwise by the parties.

The employees in Credit & Collections slotted as Administrative Representative III's will retain a base classification of AR II with a temporary AR III classification pending the eventual outcome of business integration at which time the positions will be re-evaluated.

Employees currently with a base classification of Clerk "A" will be classified as either an Administrative Representative II or District Support Representative II and will continue to progress under the existing Clerk "A" salary schedule and will "cross over" to the Manitoba Hydro salary schedule as a Representative II after being at the existing Clerk "A" maximum for a period of one year as follows:

Winnipeg Hydro (CUPE 500)	Manitoba Hydro (IBEW)	Manitoba Hydro (CUPE 993)
Clerk "A"	DSR II	AR II
\$879.05	\$1038.47	\$1038.47
971.66	1084.16	1084.16
1063.52	1131.86	1131.86
1153.09	1181.66	1181.66
1247.22*	1233.65	1233.65
	<del>1288.21PP</del>	1288.21PP
	1316.55	1316.55
	1345.51	1345.51
	1375.11	1375.11
	1405.36	1405.36
	1425.61	1420.30

Clerk A's who are currently an "as required" Clerk "B" and who have been continuously for a year or more as at December 19, 2002 will have their Clerk "B" rate of pay established as their base salary and will progress from that point within the Rep II salary schedule.

Employees currently at the maximum salary of a Clerk "A" will receive a 4.4% salary increase effective December 19, 2002 and will progress from that point in the Rep II salary schedule.

Employees currently classified as Clerk B's will be classified as either Admin

Rep II or District Support Rep II and will continue to progress to the existing Clerk "B" maximum salary as follows at which time they would be "green circled" in accordance with the Employee Transition Agreement (ETA).

<b>Clerk "B"</b>
<b>\$1266.95</b>
<b>1322.37</b>
<b>1371.71</b>
<b>1426.36</b>
<b>1484.07</b>

Clerk "B"s currently "as required" Clerk C's will have their existing Clerk "C" rate of pay protected including future salary progression as a Clerk "C" for as long as their current assignment continues. For employees subsequently promoted to the AR III or DSR III levels their previous experience as a Clerk "C" will be taken into account in determining their salary level but their previous Clerk "C" salary would not be protected.

Employees newly entering the Representative II classification will be treated in accordance with the Manitoba Hydro salary schedule and progression.

**b) Clerk "C"s**

All existing Clerk C's will be classified as either Administrative Representative III's or District Support Representative III's (Pay Grade 14) and will continue to progress to the existing Clerk "C" maximum salary as follows at which time they would be "green circled" in accordance with the ETA.

<b>Clerk "C"</b>
<b>\$1533.40</b>
<b>1597.17</b>
<b>1656.37</b>

As positions become vacant and are required to be filled, they will be evaluated to determine the appropriate classification level and will be filled as such under the terms of the collective agreement.

Employees newly entering the Representative III classification will be treated in accordance with the Manitoba Hydro salary schedule and progression as follows:

<b>DSR III</b>	<b>AR III</b>
\$1228.24	\$1228.24
1282.28	1282.28
1338.70	1338.70
1397.60	1397.60
1459.09	<b>1459.09</b>
1523.53PP	1523.53PP
1559.21	1553.90

**c) Senior Clerks:**

All existing Senior Clerks will be classified as Admin Rep IV (unless otherwise agreed by the parties) and will continue to progress to the existing Senior Clerk maximum salary as follows, at which time they would be "green circled" in accordance with the ETA.

Senior Clerk
<b>\$1686.74</b>
1755.82
<b>1808.96</b>

Employees newly entering the Admin Rep IV or V classifications will be treated in accordance with the Manitoba Hydro salary schedule and progression.

**d) Future Integration**

At such time as the credit and collections, customer accounting and customer contact functions currently performed at the Mandarin Building are integrated with Manitoba Hydro operations, the employment preferences of the affected employees will be determined. Employees currently performing the customer accounting and customer contact roles will be given the opportunity to decide whether they wish to transfer to the Manitoba Hydro Customer Accounting Department or the Customer Contact Centre. Classification seniority will be the determining factor. Employees wishing to transfer either into or out of the Credit & Collections group for a higher classified Admin Rep position will be selected on the basis of classification seniority.

## 3. Salary Schedule (Present Incumbent Only)

CLASSIFICATION TITLE CODE/STEP	CLASS CODE	Effective Dec. 19, 2002		Effective Dec. 19, 2002	
		BTWKLY	HOURLY	BTWKLY	HOURLY
		PREVIOUSLY 70 HOURS		PREVIOUSLY 80 HOURS	
<b>APPRENTICE CABLE SPLICER</b>	<b>33</b>				
1 - 1st Six Months		\$1,061.24	\$14.40	\$1,008.10	\$13.68
2 - 2nd Six Months		\$1,129.56	\$15.33	\$1,073.38	\$14.56
3 - 3rd Six Months		\$1,231.27	\$16.71	\$1,170.54	\$15.88
4 - 4th Six Months		\$1,298.84	\$17.62	\$1,233.56	\$16.74
5 - 5th Six Months		\$1,392.21	\$18.89	\$1,322.37	\$17.94
6 - 6th Six Months		\$1,494.68	\$20.28	\$1,420.30	\$19.27
7 - 7th Six Months		\$1,610.08	\$21.85	\$1,529.61	\$20.75
8 - 8th Six Months		\$1,755.82	\$23.82	\$1,667.00	\$22.62
<b>CABLE SPLICER</b>	<b>311</b>				
1		\$2,219.64	\$30.12	\$2,108.81	\$28.61
<b>CARPENTER</b>	<b>330</b>				
1		\$1,928.14	\$26.16	\$1,830.97	\$24.84
<b>CLERK B</b>	<b>362</b>				
1		\$1,266.95	\$17.19	\$1,203.19	\$16.33
2		\$1,322.37		\$1,256.33	\$17.05
3		\$1,371.71	\$18.61	\$1,302.63	\$17.67
4		\$1,426.36	\$19.35	\$1,353.49	\$18.36
5		\$1,484.07	\$20.14	\$1,409.67	\$19.13
<b>CLERK C</b>	<b>364</b>				
1		\$1,533.40	\$20.81	\$1,456.73	\$19.77
2		\$1,597.17	\$21.67	\$1,516.71	\$20.58
3		\$1,656.37	\$22.47	\$1,573.63	\$21.35
<b>CLERK SENIOR</b>	<b>366</b>				
1		\$1,686.74	\$22.89	\$1,602.48	\$21.74
2		\$1,755.82	\$23.82	\$1,667.00	\$22.62
3		\$1,808.96	\$24.54	\$1,717.86	\$23.31

CLASSIFICATION TITLE CODE/STEP	CLASS CODE	Effective Dec. 19, 2002		Effective Dec. 19, 2002	
		BIWKLY	HOURLY	BIWKLY	HOURLY
		PREVIOUSLY 70 HOURS		PREVIOUSLY 80 HOURS	
<b>COLLECTOR HYDRO</b>	<b>381</b>				
1		\$1,317.81	\$17.88	\$1,251.77	\$16.98
2		\$1,384.62	\$18.79	\$1,314.77	\$17.84
3		\$1,447.62	\$19.64	\$1,375.50	\$18.66
4		\$1,509.87	\$20.49	\$1,433.96	\$19.46
5		\$1,578.19	\$21.41	\$1,499.25	\$20.34
6		\$1,658.66	\$22.51	\$1,575.91	\$21.38
<b>COLLECTOR SENIOR</b>	<b>387</b>				
1		\$1,486.34	\$20.17	\$1,411.94	\$19.16
2		\$1,564.53	\$21.23	\$1,486.34	\$20.17
3		\$1,632.85	\$22.16	\$1,550.86	\$21.04
4		\$1,714.83	\$23.27	\$1,628.30	\$22.09
5		\$1,799.85	\$24.42	\$1,710.27	\$23.21
<b>CONTROL OPERATOR</b>	<b>1905</b>	0	0	0	0
1		\$1,812.00	\$24.59	\$1,721.67	\$23.36
<b>DISTRICT REPRESENTATIVE</b>	<b>2151</b>				
1		\$1,415.75	\$19.21	\$1,344.39	\$18.24
2		\$1,486.34	\$20.17	\$1,411.94	\$19.16
3		\$1,564.53	\$21.23	\$1,486.34	\$20.17
4		\$1,632.85	\$22.16	\$1,550.86	\$21.04
5		\$1,714.83	\$23.27	\$1,628.30	\$22.09
6		\$1,799.85	\$24.42	\$1,710.27	\$23.21
<b>ELECTRICIAN GENERAL</b>	<b>631</b>				
1		\$2,007.85	\$27.24	\$1,907.64	\$25.88
<b>ESTIMATOR LINE</b>	<b>671</b>				
1		\$1,846.91	\$25.06	\$1,754.31	\$23.80
2		\$1,937.24	\$26.29	\$1,840.08	\$24.97
3		\$2,029.86	\$27.54	\$1,928.14	\$26.16
4		\$2,124.75	\$28.83	\$2,018.47	\$27.39
5		\$2,219.64	\$30.12	\$2,108.81	\$28.61
6		\$2,325.92	\$31.56	\$2,209.01	\$29.97
<b>FOREMAN ELECTRICAL POWER UTILITY</b>	<b>802</b>				
1		\$2,193.07	\$29.76	\$2,083.00	\$28.26

CLASSIFICATION TITLE CODE/STEP	CLASS CODE	Effective Dec 19, 2002		Effective Dec 19, 2002	
		BIWKLY	HOURLY	BIWKLY	HOURLY
		PREVIOUSLY 70 HOURS		PREVIOUSLY 80 HOURS	
<b>FOREMAN RENTAL &amp; SERVICING</b>	<b>786</b>				
1		\$2,149.04	\$29.16	\$2,042.01	\$27.71
<b>FOREMAN STREET LIGHTING SERVICER</b>	<b>875</b>				
1		\$1,874.24	\$25.43	\$1,780.12	\$24.15
<b>INSTALLER METER</b>	<b>1191</b>				
1 - FIRST THREE MONTHS		\$1,658.66	\$22.51	\$1,575.91	\$21.38
2		\$1,712.55	\$23.24	\$1,626.77	\$22.07
<b>LABOURER SKILLED</b>	<b>1413</b>				
1		\$1,451.41	\$19.69	\$1,379.30	\$18.72
<b>LABOURER 2</b>	<b>1412</b>				
1		\$1,232.80	\$16.73	\$1,171.31	\$15.89
2		\$1,397.52	\$18.96	\$1,326.93	\$18.00
<b>LINE INSTALLER/REPAIRER CHIEF</b>	<b>1471</b>				
1		\$2,279.61	\$30.93	\$2,164.98	\$29.38
<b>LINE INSTALLER/REPAIRER JOURNEY</b>	<b>1477</b>				
1		\$2,204.46	\$29.91	\$2,093.63	\$28.41
<b>MECHANIC GARAGE 1ST CLASS/</b>	<b>1621</b>				
<b>MACHINIST</b>					
1		\$1,978.24	\$26.84	\$1,878.80	\$25.49
<b>MECHANIC STATION</b>	<b>1644</b>				
1		\$2,038.22	\$27.66	\$1,934.97	\$26.25
<b>MECHANIC TRAMWAY</b>	<b>1651</b>				
1		\$1,976.72	\$26.82	\$1,878.04	\$25.48

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CLASSIFICATION TITLE CODE/STEP	CLASS CODE	Effective Dec. 19, 2002		Effective Dec. 19, 2002	
		BIWKLY	HOURLY	BIWKLY	HOURLY
		PREVIOUSLY 70 HOURS		PREVIOUSLY 80 HOURS	
<b>METER READER</b>	<b>1671</b>				
1		\$1,256.70	\$17.95	\$1,256.60	\$15.71
2		\$1,319.43	\$18.85	\$1,320.05	\$16.50
3		\$1,354.76	\$19.35	\$1,354.66	\$16.93
4		\$1,406.67	\$20.10	\$1,407.39	\$17.59
5		\$1,449.93	\$20.71	\$1,449.42	\$18.12
5		\$1,799.85	\$24.42	\$1,710.27	\$23.21
<b>OPERATOR CONTROL (SEE CONTROL OPERATOR)</b>					
<b>OPERATOR EQUIPMENT GRADE 2</b>	<b>1882</b>				
1		\$1,503.04	\$20.39	\$1,427.89	\$19.37
<b>OPERATOR POWER SYSTEMS</b>	<b>1945</b>				
1		\$2,098.18	\$28.47	\$1,993.42	\$27.05
2		\$2,203.70	\$29.90	\$2,092.87	\$28.40
<b>OPERATOR POWER SYSTEMS</b>	<b>1951</b>				
<b>IN TRAINING</b>					
1		\$1,405.87	\$19.08	\$1,335.27	\$18.12
2		\$1,445.35	\$19.61	\$1,373.23	\$18.63
3		\$1,491.66	\$20.24	\$1,416.50	\$19.22
4		\$1,535.68	\$20.84	\$1,458.25	\$19.79
5		\$1,598.68	\$21.69	\$1,517.46	\$20.59
6		\$1,661.69	\$22.55	\$1,577.43	\$21.40
7		\$1,745.19	\$23.68	\$1,657.14	\$22.48
8		\$1,834.01	\$24.88	\$1,741.40	\$23.63
<b>PAINTER</b>	<b>2031</b>				
1		\$1,928.14	\$26.16	\$1,830.97	\$24.84
<b>PATROLMAN LEADING</b>	<b>2046</b>				
1		\$1,874.24	\$25.43	\$1,780.12	\$24.15
<b>REPAIRER APPLIANCE</b>	<b>2131</b>				
1		\$2,007.85	\$27.24	\$1,907.64	\$25.88
<b>REPRESENTATIVE DISTRICT (SEE DISTRICT REPRESENTATIVE)</b>					
<b>SERVICER BUILDING - HEATING</b>	<b>2237</b>				
<b>CLASS OR HIGHER</b>					
1		\$1,509.87	\$20.49	\$1,433.96	\$19.46
<b>SERVICER STREET LIGHTING</b>	<b>2246</b>				

CLASSIFICATION TITLE CODE/STEP	CLASS CODE	Effective Dec. 19, 2002		Effective Dec. 19, 2002	
		BIWKLly	HOURLY	BIWKLly	HOURLY
		PREVIOUSLY 70 HOURS		PREVIOUSLY 80 HOURS	
1		\$1,755.82	\$23.82	\$1,667.00	\$22.62
<b>TECHNICAL ASSISTANT</b>	<b>2421</b>				
1		\$1,188.76	\$16.13	\$1,129.56	\$15.33
2		\$1,248.74	\$16.94	\$1,185.73	\$16.09
3		\$1,298.84	\$17.62	\$1,233.56	\$16.74
4		\$1,361.85	\$18.48	\$1,293.53	\$17.55
5		\$1,421.81	\$19.29	\$1,350.45	\$18.32
6		\$1,486.34	\$20.17	\$1,411.94	\$19.16
<b>TECHNICIAN GRADE 1</b>	<b>2461</b>				
1		\$1,384.62	\$18.79	\$1,314.77	\$17.84
2		\$1,447.62	\$19.64	\$1,375.50	\$18.66
3		\$1,509.87	\$20.49	\$1,433.96	\$19.46
4		\$1,578.19	\$21.41	\$1,499.25	\$20.34
5		\$1,658.66	\$22.51	\$1,575.91	\$21.38
<b>TECHNICIAN GRADE 2</b>	<b>2462</b>				
1		\$1,486.34	\$20.17	\$1,411.94	\$19.16
2		\$1,564.53	\$21.23	\$1,486.34	\$20.17
3		\$1,632.85	\$22.16	\$1,550.86	\$21.04
4		\$1,714.83	\$23.27	\$1,628.30	\$22.09
5		\$1,799.85	\$24.42	\$1,710.27	\$23.21
<b>TECHNICIAN GRADE 3</b>	<b>2463</b>				
1		\$1,610.08	\$21.85	\$1,529.61	\$20.75
2		\$1,679.91	\$22.79	\$1,595.65	\$21.65
3		\$1,764.94	\$23.95	\$1,676.87	\$22.75
4		\$1,837.81	\$24.94	\$1,745.95	\$23.69
5		\$1,931.18	\$26.20	\$1,834.01	\$24.88
<b>TECHNOLOGIST GRADE 1</b>	<b>2531</b>				
1		\$1,397.52	\$18.96	\$1,326.93	\$18.00
2		\$1,470.40	\$19.95	\$1,396.76	\$18.95
3		\$1,525.81	\$20.70	\$1,449.14	\$19.66
4		\$1,592.62	\$21.61	\$1,512.91	\$20.53
5		\$1,659.41	\$22.52	\$1,576.67	\$21.39
6		\$1,730.01	\$23.47	\$1,643.48	\$22.30

CLASSIFICATION TITLE CODE/STEP	CLASS CODE	Effective Dec. 19, 2002		Effective Dec. 19, 2002	
		BIWKLY	HOURLY	BIWKLY	HOURLY
		PREVIOUSLY 70 HOURS		PREVIOUSLY 80 HOURS	
<b>TECHNOLOGIST GRADE 2</b>	<b>2532</b>				
1		\$1,787.71	\$24.26	\$1,698.13	\$23.04
2		\$1,839.32	\$24.96	\$1,746.72	\$23.70
3		\$1,929.65	\$26.18	\$1,833.26	\$24.87
4		\$2,018.47	\$27.39	\$1,916.76	\$26.01
5		\$2,101.97	\$28.52	\$1,997.22	\$27.10
<b>TEST IMPROVER</b>	<b>2563</b>				
1		\$1,889.42	\$25.64	\$1,794.54	\$24.35
<b>TEST TECHNICIAN</b>	<b>2564</b>				
1		\$2,057.19	\$27.91	\$1,954.71	\$26.52
<b>TEST TECHNOLOGIST</b>	<b>2565</b>				
1		\$2,420.80	\$32.85	\$2,184.72	\$29.64
<b>TEST TRAINEE</b>	<b>2562</b>				
1 - First Six Months		\$1,061.24	\$14.40	\$1,008.10	\$13.68
2 - Second Six Months		\$1,153.09	\$15.65	\$1,096.16	\$14.87
3 - Third Six Months		\$1,251.77	\$16.98	\$1,188.76	\$16.13
4 - Fourth Six Months		\$1,345.90	\$18.26	\$1,278.34	\$17.35
5 - Fifth Six Months		\$1,451.41	\$19.69	\$1,379.30	\$18.72
6 - Sixth Six Months		\$1,540.99	\$20.91	\$1,463.57	\$19.86
7 - Seventh Six Months		\$1,632.85	\$22.16	\$1,550.86	\$21.04
8 - Eighth Six Months		\$1,724.69	\$23.40	\$1,638.92	\$22.24
<b>TROUBLE REPAIRER</b>	<b>2581</b>				
1		\$2,312.25	\$31.37	\$2,196.10	\$29.80
<b>UTILITY "D"</b>	<b>2644</b>				
1		\$1,563.00	\$21.21	\$1,484.82	\$20.15
<b>WELDER</b>	<b>2731</b>				
1		\$1,928.14	\$26.16	\$1,830.97	\$24.84

Agreed this date: October 23, 2003

For Manitoba Hydro:

  
\_\_\_\_\_  
Janet Mayor, Employee Relations Manager

For Canadian Union of Public Employees, Local 500:

  
\_\_\_\_\_  
Michael Davidson

  
\_\_\_\_\_  
Greg Mandzuk

  
\_\_\_\_\_  
Mike Mackinnon



**LETTER OF UNDERSTANDING #11/2002-05**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500**

**RE: TEMPORARY MARKET ADJUSTMENT (TMA) FOR EMPLOYEES WITHIN  
THE LINE TRADES FAMILY**

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This letter will confirm the agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 500, to provide a Temporary Market Adjustment (TMA) for employees within the Lines Trades family as outlined below, effective October 23, 2003:

1. A TMA of up to \$165.00 biweekly will continue to be paid to eligible line trades employees
2. An employee's TMA will be reduced by the amount that an employee's biweekly salary exceeds the Job Family Profiling maximum biweekly salary for the classification. (An employee's biweekly salary plus TMA will not exceed the normal JFP maximum salary plus TMA.)
3. Employees who are actively working in the Line Trade and have a base class listed below will be eligible for the TMA payments.

**Eligible base classifications:**

Powerline Journeyman  
Assistant District Operator I  
Assistant District Operator II  
Assistant District Operator III

4. Employees who enter an eligible classification after the effective date will receive the TMA commencing the pay period they enter the eligible classification.
5. Employees who are receiving the TMA and accept a temporary assignment out of the trade will continue to be eligible for the TMA.
6. Employees who are permanently appointed to a classification not eligible for the TMA will no longer receive the TMA.
7. The TMA payments will not be considered as part of employee's base salary for the purposes of overtime, pension and other benefits.

8. This will be the final extension of the TMA by the Corporation. The Corporation will review its salary structure with the Union with the intent of replacing the Temporary Market Adjustment with a more permanent solution across many job families. Subsequent to this review, the Corporation will decide upon the **ongoing** applicability of the Temporary Market Adjustment.

Agreed this date: October 23, 2003

For Manitoba Hydro:   
Janet L. Mayo, Employee Relations Manager

For Canadian Union of Public Employees, **Local 500**:

  
Michael Mackinnon

  
Greg Mandzuk

  
Mike Mackinnon



**LETTER OF UNDERSTANDING #12/2002-05**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500**


**RE: POINTE DU BOIS SHIFT OPERATION**

---


This letter will confirm the agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 500, with respect to the 24/7 shift operation at Pointe du Bois, effective October 23, 2003:

1. Employees will continue to work their existing daily hours of work.
2. Employees will be compensated for hours worked on the basis of 12 hours per shift on a straight time basis at Point Du Bois (10 hours per shift at Slave Falls),
3. Shift schedules will be based on 1916 hours annually.
4. Shift schedules may include additional shifts beyond 1916 hours, up to a maximum of sixteen 8-hour shifts or eleven 12-hour shifts, to provide time off with pay at a mutually agreed upon time, at straight time rates. Requests to include additional shifts in the schedule will be determined by the majority of employees at the location, and will not be unreasonably denied.
5. In addition, employees will receive a Shift Addition (SA) Premium of 6.7% applied to basic hours worked, and excluding paid and unpaid leaves.
6. The exchange of information between shift employees at the time of shift turnovers is an integral and necessary part of each shift employee's job. Where an abnormal situation has occurred (i.e. system disturbance) and as a result the shift turnover time lasts for more than ten (10) minutes, the employee coming off shift will be compensated for the full duration of the shift turnover at double time.
7. The parties recognize that the foregoing are only interim arrangements and commit to working together to arrive at ongoing solutions (including shift scheduling, training requirements, duties and responsibilities, etc.)

Agreed this date: October 23, 2003

For Manitoba Hydro:   
Janet L. Mayor, Employee Relations Manager

For Canadian Union of Public Employees, Local 500:

  
Michael Davidson

  
Greg Mandzuk

  
Mike Mackinnon





**LETTER OF UNDERSTANDING #13/2002-05**

**Between  
MANITOBA HYDRO  
and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500**

**RE: CHRISTMAS/NEW YEAR'S HOLIDAY PERIOD – CONSTRUCTION  
EMPLOYEES**

---

This letter will confirm the agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 500, with respect to the Christmas holiday period for construction employees, effective October 23, 2003:

1. The **Christmas/New** Year's holiday period will normally be a scheduled vacation period for employees working on construction crews, except under unusual and extenuating circumstances where it may be necessary to continue working. The **Christmas/New** Year's holiday period will normally be the two (2) week period beginning with the Monday prior to Christmas Day.
2. Employees may elect to use vacation or banked overtime credits or leave without pay during this period of time to cover the days that are not paid Public Holidays in accordance with Article 24 of the collective agreement.
3. Construction employees may elect to bank at premium rates (double time), additional banked overtime credits beyond the regular one week maximum (40 hours) provided in Article 18 of the collective agreement. These additional banked overtime credits will be up to the equivalent number of hours required to cover the holiday period. The maximum amount of banked overtime credits that can be accumulated in a year will be equal to the regular 40 hour maximum plus the number of hours required to cover the holiday period.
4. Banked overtime credits beyond the regular one week maximum will be paid off at the employee's basic rate of pay if they are transferred off of a construction crew during the year or at vacation year end.
5. Employees are encouraged to accumulate and use either banked overtime or vacation credits to cover the time off during the **Christmas/New** Year's holiday period.

Agreed this date: October 23, 2003

For Manitoba Hydro:   
Janet L. Mayo, Employee Relations Manager

For Canadian Union of Public Employees, Local 500:

  
Michael Davidson

  
Greg Mandzuk

  
Mike Mackinnon



**LETTER OF UNDERSTANDING #14/2002-05**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500**

**RE: HOURS OF WORK – ADO TROUBLE SHIFT**

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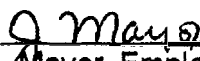
This letter will confirm the agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 500, with respect to the hours of work for the ADO Trouble shift, effective October 23, 2003:

1. The parties agree discontinue the 24/7 shift operation and commence the ADO Trouble Shift, effective once the 90 day notice period outlined in Article 27-1 has been satisfied and an implementation date has been established.
2. Upon implementation, employees will be assigned to the ADO Trouble Shift on a rotating basis. When not assigned to the ADO Trouble Shift, employees will work the normal daily hours of work.
  - a) When employees are assigned to the ADO Trouble Shift, the daily hours of work will be from 12:35 to 20:30. Employees will be compensated for 7.92 hours per day. Any hours worked beyond 7.92 will be considered overtime.
  - b) Shifts begin on Friday afternoon and **end** the following Thursday with Sundays off. Shift premium will apply in accordance with the **collective** agreement.
  - c) On working days, the employee on shift is on first call until 06:00. On Sundays, the employee is on first call all day unless eligible for rest time **because** of a previous overtime work requirement.
  - d) When an employee is on standby duty (other than during periods of shift work), the employee will be first on call starting on Thursday after 20:30 hours until Friday at 06:00. On Friday to the following Wednesday, the employee is on second call from 16:30 to 08:00. Standby ends at 08:00 on Thursdays.
  - e) When **on** standby, the employee will receive standby pay as follows:

Working Days	-	\$20.00 per day
Non-working Day	-	\$43.00 per day
Corporation Holidays	-	\$43.00 per day

- f) The Corporation will endeavour to schedule safety meetings, courses, seminars and other training sessions during normal scheduled working hours. Where this is not possible, at the employee's option, straight time will be paid or the employee will be granted equivalent time off in lieu of without **loss** or basic pay to be taken at a mutually agreed time. The normal callout schedule will not be changed at such times.
  - g) Rest time will apply if an employee has not had any eight (8) **clock** hours of rest in the eight (8) clock hour period to normal starting time. If an employee is required to work during the 8 clock hour period prior to normal starting time, the employee will be entitled to rest time off work without loss of basic pay or if the employee is required to continue working his normal working hours from 12:35 to 20:30, the employee would be entitled to double time in addition to his basic rate of pay, for the number of hours worked during the 8 clock hour period prior to normal starting time.
4. Internal banked time balances will be paid out at the time the ADO Trouble Shift is implemented, unless otherwise mutually agreed by the parties. These lump sum payments will not be pensionable earnings,, however employees will have the option of rolling the payment directly into an RRSP.

Agreed this date: October 23, 2003

For Manitoba Hydro:   
Janet L. Mayor, Employee Relations Manager

For Canadian Union of Public Employees, Local 500:

              
Michael Davidson      Greg Mandzuk      Mike Mackinnon



LETTER OF UNDERSTANDING #15/2002-05  
Between  
MANITOBA HYDRO  
and  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: HOURS OF WORK – DISPATCH SHIFT

---

This letter will confirm the agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 500, with respect to the hours of work for the 24/7 Dispatch shift operation, effective February 1, 2004:

The following will apply:

1. At implementation, employees will continue to work their existing daily hours of work.
2. Shift schedules will be based on 1916 hours annually, and will be composed of 12 hour shifts, 8 hour shifts, or a combination of the two if mutually agreeable.
3. Employees will be compensated for hours worked on the basis of 12 hours or 8 hours per shift on a straight time basis, as appropriate.
4. Employees will receive a Shift Addition (SA) Premium of 6.7% applied to basic hours worked, and excluding paid and unpaid leaves.
5. Employees will have until December 31, 2004 to utilize internal banked time balances. Any balance remaining at that date will be paid out at basic rate of pay.
6. The Dispatch Office operation is under review and will continue operating until arrangements are made to re-route emergency calls and other activities currently handled by this work group. At that time, the Dispatch Office will be discontinued and the remaining staff reassigned to Winnipeg District Office operations

Agreed this date: October 23, 2003

For Manitoba Hydro:                     *J. Mays*                      
Janet L. Mays, Employee Relations Manager

For Canadian Union of Public Employees, Local 500:

                    *M. Davidson*                      
Michael Davidson

                    *G. Mandzuk*                      
Greg Mandzuk

                    *M. Mackinnon*                      
Mike Mackinnon



**LETTER OF UNDERSTANDING #16/2002-05**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500**


**RE: JOURNEY POWER PLANT OPERATOR PROGRESSION**

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This letter will confirm the agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 500, with respect to progression for employees in the Journey Power Plant Operator classification (former Winnipeg Hydro classification), effective October 23, 2003:

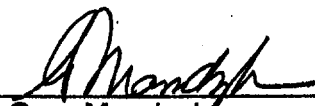
1. Employees with a Journey Power Plant Operator base classification and with more than ~~two~~ years experience as a Journey Power Plant Operator will be reclassified on a temporary basis to Station Operator provided, in the view of Management:
  - a. the employee's performance and work record is satisfactory;
  - b. the employee is capable of working independently and carrying out responsibilities without direct supervision;
  - c. the employee has demonstrated his/her ability to perform all necessary switching and other duties associated with the Station Operator classification;
  - d. the employee is able and willing to assume first person on shift, and capable of providing direction, general supervision and training to other Assistant Station Operators and trainees.
2. Those who meet the above criteria and are reclassified to temporary Station Operators may be incorporated into the shift schedule as first person on shift, during the term of the shift schedule where necessary.

Agreed this date: October 23, 2003

For Manitoba Hydro:   
Janet L. Mayo, Employee Relations Manager

For Canadian Union of Public Employees, Local 500:

  
Michael Davidson

  
Greg Mandzuk

  
Mike Mackinnon





LETTER OF UNDERSTANDING #17/2002-05  
Between  
MANITOBA HYDRO  
and  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: BENEFIT CREDIT PURCHASE

---

This letter will confirm the agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 500, with respect to amending Article 25-1 of the collective agreement and the conversion of vacation credits to benefit credits, effective November 1, 2003:

The parties agree to the following:

1. Regular and Staff Status employees working at least 50% of full time are eligible to participate.
2. Employees will, in exchange for 5 days of vacation, receive an equivalent value in benefit credits, which may then be allocated to the employee's Health Spending Account or to restore vacation credits, or a combination of the two.

Employees who elect to allocate all benefit credits to vacation (e.g. fully restore their vacation entitlement) will continue to accrue vacation based on Article 25-1 of the collective agreement. This vacation must be used as specified in #7.

Employees who allocate some or all benefit credits to supplement their Health Spending Account will accrue vacation based on Table 1 (attached). 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 #7.

3. Employees must enroll during a time period (enrollment window) specified on an annual basis. The enrollment window for 2004 will be during the month of February. The enrollment window in subsequent years will be similar, with exact dates to be announced annually.

4. 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 current hourly rate at the time of enrollment, multiplied by 7.92 hours.
5. Benefit credits will be allocated to ~~the~~ employee's Health Spending Account at the end of March. 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).
6. 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 1). 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 2004, the additional credits are received at the end of March 2004. Vacation accruals are adjusted at ~~the~~ beginning of the 2004/05 fiscal year, and vacation entitlement is adjusted in April 2005. In this example, the employee must use the specified minimum amount of vacation in fiscal year 2005106).

7. 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.

Agreed this date: November 25, 2003

For Manitoba Hydro: Janet L. Mayor  
Janet L. Mayor, Employee Relations Manager

For Canadian Union of Public Employees, Local 500:

Michael Davidson  
Michael Davidson

Greg Mandzuk  
Greg Mandzuk

Mike Mackinnon  
Mike Mackinnon

# Days worth of credits allocated to HSA	Years of Service	Vacation Days	Mandatory vacation usage (in days)
0	0 - 2.999	15	5
0	3 - 9.999	20	5
0	10 - 19.999	25	5
-	--	--	5
1	0 - 2.999	14	4
1	3 - 9.999	19	4
1	10 - 19.999	24	4
1	20+	29	4
2	0 - 2.999	13	3
2	3 - 9.999	18	3
2	10 - 19.999	23	3
2	20+	28	3
3	0 - 2.999	12	2
3	3 - 9.999	17	2
3	10 - 19.999	22	2
3	20+	27	2
4	0 - 2.999	11	1
4	3 - 9.999	16	1
4	10 - 19.999	21	1
4	20+	26	1
5	0 - 2.999	10	0
5	3 - 9.999	15	0
5	10 - 19.999	20	0
5	20+	25	0

## **Memorandums of Agreement**

- 1/2003-06 Temporary Appointments Across Bargaining Unit Jurisdictional Lines
- 2/2003-06 Supplemental Pension Plan
- 3/2003-06 Separation Plans Review



**MEMORANDUM OF AGREEMENT #01/2003-06**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE ASSOCIATION OF MANITOBA HYDRO STAFF AND**  
**SUPERVISORY EMPLOYEES**  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500**  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 998**  
**and**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS, LOCAL 681**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,**  
**LOCAL 2034**

**RE: TEMPORARY APPOINTMENTS ACROSS BARGAINING UNIT**  
**JURISDICTIONAL LINES**

---

The following represents the agreement between Manitoba Hydro, CUPE 500, CUPE 998, IBEW 2034, CEPU 681, and AMHSSE regarding temporary appointments across bargaining unit jurisdictional lines.

Where temporary appointments across bargaining units jurisdictional lines occur, the following provisions will apply:

1. The employees will be covered by the terms and conditions of the collective agreement to which they are temporarily assigned (including bargaining unit representation) except where the major benefits between the two affected bargaining units have not yet been harmonized (for example, pension, LTD, life insurance, dental benefits, sick leave, and severance pay). Those benefits will continue as if the employee had not changed jurisdictions temporarily.
2. For temporary assignments of 30 calendar days or more, the dues check off will be transferred to the bargaining unit under which the temporary job appointment falls.

3. Seniority rights associated with their current bargaining unit will not be affected during the life of the temporary appointment. The following exceptions will apply:
  - a) CEP members transferring to another bargaining unit on a temporary basis will accrue seniority in the temporary bargaining unit based only on time worked in that bargaining unit and such accrued seniority will not be retained when the employee leaves the jurisdiction.
  - b) CUPE 500 members transferring to another bargaining unit on a temporary basis will accrue seniority in the temporary bargaining unit based only on time worked in that bargaining unit. Seniority accrued during temporary appointments in **CUPE 998** and **IBEW 2034** will be retained for a 6 month period.
4. For temporary appointments to a higher classified position, the standard promotional **salary** treatment provisions of the collective agreements will apply.
5. Temporary appointments that cross jurisdictional lines for purposes of backfilling temporary vacancies, temporary projects, etc., will **normally** be limited to ~~less~~ than a one year term. Extensions to the temporary appointments will be reviewed with the bargaining units.
6. The Business Unit HR Departments will keep the appropriate bargaining units informed, in writing, of temporary appointments that cross bargaining unit jurisdictional lines.

Agreed to this date: March 1<sup>st</sup> 2004

J. L. Mayor  
J.L. Mayor  
Employee Relations  
Manitoba Hydro

S. Boyd  
S. Boyd  
President  
CEP Local 681

R.A. Maes  
R.A. Maes  
President  
CUPE, Local 998

G. Boyd  
G. Boyd  
Business Manager  
Local 2034, I.B.E.W.

M. Davidson  
M. Davidson  
President  
CUPE 500

R. Bauer  
R. Bauer  
President  
AMHSSE



**MEMORANDUM OF AGREEMENT #02/2003-06**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500**  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 998**  
**and**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS, LOCAL 681**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,**  
**LOCAL 2034**

**RE: SUPPLEMENTAL PENSION PLAN**

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Manitoba Hydro and the Unions, have concluded discussions to implement a new Supplemental Pension Plan (the "Supplemental Plan") with an intended implementation date of January 1, 2005, based on a joint trusteeship governance model, subject to:

- A. The ratification of the Manitoba Hydro Electric Board;
- B. The ratification by the Unions, where necessary;
- C. Obtaining such:
  - i. Approvals from applicable regulatory bodies including, but not limited to, Canada Customs and Revenue Agency and the Manitoba Pension Commission;
  - ii. Statutory changes/exemptions from the Government of Manitoba, as may be required to give effect to this Memorandum of Agreement; and

A summary of what has been agreed to is detailed in the document "Manitoba Hydro Supplemental Pension Plan dated September 9, 2003 (attached hereto as Appendix "A").

The provision of this memorandum will apply to all active employees as of January 1, 2003.


It is further understood for purposes of facilitating the implementation of the Supplementary Plan, Manitoba Hydro and the Unions have agreed to ~~the~~ the following:


1. There shall be no cash withdrawal or contribution holiday for Manitoba Hydro from the Supplemental Plan's accumulated surplus while the Supplemental Plan is ongoing ~~or~~ if the plan is terminated.
2. The trust agreement and Supplemental Plan text will determine for all purposes the terms and conditions of the Supplemental Plan.
3. The Civil Service Superannuation Board will provide administration services to the Supplemental Plan.
4. The Board of Trustees will have an equal number of Employee and Employer trustees and one of the trustees will be ~~designated~~ designated to specifically consider the interests of retired and deferred members. The employee trustees will be selected by the bargaining groups and the Manitoba Hydro Professional Engineers Association.
5. The obligation to fund benefits will remain with the jointly trustee Board of the Supplemental Plan at all times, and Manitoba Hydro's and the employees' obligations will be limited to making payments to the Supplemental Plan pursuant to the contribution rates agreed to as between Manitoba Hydro and the Unions from time to time.
6. The Supplemental Plan will be registered and operated as a supplemental plan to the Civil Service Superannuation Plan and Manitoba Hydro and ~~the~~ the Unions agree that the drafting of the Supplemental Plan text and trust agreement will be predicated on the proposed changes to Civil Service Superannuation Plan having been completed. In the event that the changes to the Civil Service Superannuation Plan are delayed past January 1, 2005, however, then subject to the other conditions contained in this Memorandum of Agreement being fulfilled, Manitoba Hydro and the Unions agree to make all reasonable efforts to revise the Supplemental Plan text and trust agreements as necessary and implement the Supplemental Pension Plan at the first opportunity after January 1, 2005.
7. The parties have agreed to establish an implementation committee which will include representatives of Manitoba Hydro and the Unions for the purposes of doing all things necessary to accommodate the implementation of the Supplemental Plan.
8. The implementation committee will jointly select one actuarial firm and one legal firm to assist in implementing the Supplemental Plan and completing the necessary documents. Manitoba Hydro will bear the costs of these services.





9. Appropriate Collective Agreement language will be developed by the parties which will reflect this Memorandum of Agreement and the fact that all benefits provided by the Supplemental Plan shall be at the entire discretion of the jointly trustee Board. Notwithstanding the discretion of the jointly trustee Board, Manitoba Hydro and the Unions agree that so long as they are in mutual agreement as to the type of benefit to be provided and agree on the funding of the said benefit then the Supplemental Plan text and Trust Agreement will include a condition that the trustees will implement these agreed upon benefits.
10. The parties will use their reasonable efforts to negotiate, execute and deliver all additional agreements and documents that need to be completed for the purposes of giving effect to this Memorandum of Agreement as soon as possible.
11. All terms and conditions of the Supplemental Plan are subject to the laws of the Province of Manitoba, including the Pension Benefits Act, and the Income Tax Act of Canada.
12. This Memorandum of Agreement may be signed by the parties in counterpart.
13. In the event of any disagreements or disputes ("Disputes") arising out of the interpretation of this Memorandum of Agreement, such Disputes shall be determined in accordance with the procedure outlined in Appendix B.


Agreed to this date: March 1<sup>st</sup>, 2004

  
\_\_\_\_\_  
J.L. Mayor  
Employee Relations  
Manitoba Hydro

  
\_\_\_\_\_  
S. Boyd  
President  
CEP Local 681

  
\_\_\_\_\_  
R.A. Maes  
President  
CUPE, Local 998

  
\_\_\_\_\_  
G. Boyd  
Business Manager  
Local 2034, I.B.E.W.

  
\_\_\_\_\_  
M. Davidson  
President  
CUPE 500

## APPENDIX A

### Manitoba Hydro Supplemental Pension Plan

#### ■ - Superannuation: Supplemental Benefits Plan - Manitoba Hydro

- i. Governance**
  - Joint Trustee
  - Equal Number of Employee and Employer Trustees
- ii. Trust Deed**
  - Setting out provisions for **Governance/Joint Trusteeship/Responsibilities**, etc.
- iii. Supplemental Plan Contribution Rates/Funding**
  - Employer contribution rates must be part of approved “Compensation Mandate” provided by Government to Manitoba Hydro (Compensation Committee)
  - Employer Contribution Rates must not exceed
    - 0.33% per mandate year
    - OR
    - 1.00% in 3 years
    - Once established, the increased contribution will continue in future years
  - (due to timing of implementation, the above percentages may change, but will not exceed 1.0% during the term of this agreement)
  - Employee may match Employer contribution rates
- iv. Supplemental Plan Separate Accounting**
  - Supplemental Plan assets and liabilities will be accounted for separately.
- v. Supplemental Plan Benefits**
  - Board of Trustees may make decisions on Supplemental Plan and set benefit levels in accordance with the funding status of Supplemental Plan and recommendations of actuarial and financial advisors.
  - Supplemental Plan improvements must be “fully funded”, i.e.:
    - Any improvements can be implemented only on the basis that they are paid for by the Employer and/or the Employees.
    - The Board of Trustees will ensure that sustainable pension benefit levels are provided such that any “unfunded liability” and “solvency deficiency”, as defined under the Manitoba Pension Benefits Act and Regulation (“**the Act**”), will be amortized over a period no longer than is permitted under the provisions of the Act.

**vi. Surplus**

- COLA Program in "Core" Plan – Applicable to "Core" Plan only
- Supplemental Plan Surplus:
  - Supplemental Plan Trustees control the use of any Supplemental Plan surplus which may develop and may increase benefit levels utilizing said surplus (Item vi).
  - Supplemental Plan contributions are locked-in such that no surpluses can be removed.
  - Supplemental Plan Trustees may not access any monies from the Hydro portion of the "Core" Superannuation surplus which may be in place.

**vii. Fund Deficiency**

- Supplemental Plan Trustees are responsible to address Supplemental Plan deficiencies and will not **seek** assistance from the Government of Manitoba in this regard. Under no circumstances will the Government of Manitoba be held responsible for any plan deficiencies. The Supplemental Plan Trustees can seek assistance from Manitoba Hydro with respect to a plan deficiency but Manitoba Hydro's assistance would be limited to **those** funds available from the Compensation Mandate.

**viii. Risk**

- The Trust, as a separate legal entity is responsible for the Pension obligation.

**ix. Actuarial/Economic Assumptions**

- Supplemental Plan Trustees, with the assistance of an actuary, determine all required assumptions pertaining to pension liabilities, mortality rates, discount rates, etc.
- It is recognized that exposure to demographic and investment risk will exist.

**x. Investment Management**

- Investment Committee, comprised of Supplemental Plan trustees will be responsible for the Plan assets;
- Investment and management services will be provided by **CSSB and** charged to the Supplemental Plan.

- xi. **Advisory Note to Minister – Plan Changes**
  - o Joint Trustees – Decision(s) – Supplemental Plan Benefits/Changes:
    - Advisory Note (*with copy of Actuary's Report*) – To be Provided to Minister (Hydro) – providing:
      - a. A description of benefits to be established and/or changes to be made;
      - b. Confirmation that the benefits/changes have been reviewed and approved by Actuarial Consultant; and
      - c. Confirmation that the benefits/changes are "fully funded" [item 1(v)].

## 2. Investment in Manitoba

The trustees of the Manitoba Hydro Supplemental Benefits Plan (Pension), in making their investment decisions, will take into consideration the recommendations set out in the "Premier's Economic Advisory Council Investment Task Group Report" – dated November 14, 2002.

## 3. Logistics

1. **Due Diligence** – Actuarial, accounting and other due diligence will be required. Such due diligence will be conducted by Manitoba Hydro and its respective employee groups in consultation with the Manitoba Government and the Superannuation Board.
2. **Effective Date** – In the context of both Manitoba Hydro Supplemental Plan and the General Superannuation Plan moving towards a joint trusteeship model of pension governance – and – the recognition that both require changes to legislation – it is the intent, for logistic and fund management reasons – that the required changes take place – such that – the effective date of both – be the same.

## 4. Policy Recommendation

That legislation be enacted to enable the establishment of a Supplemental Pension Plan for Manitoba Hydro, in accordance with the foregoing.

## APPENDIX "B"

### DISPUTE RESOLUTION

In the event of any disagreement or dispute arising out of the interpretation of this Memorandum of Agreement, either party may refer the matter to a single arbitrator for final and binding settlement.

Arbitration proceedings shall be instituted by service of written notice to arbitrate on the other party to the dispute. Such notice shall be served within a reasonable period of time after the dispute arises.

In order to determine the single arbitrator, once every **two** years representatives of the Company and the Unions will meet to decide upon the names of **four** individuals who will be asked to let their names stand as potential arbitrators. When an arbitrator is needed, each arbitrator will be contacted and the individual whose schedule most readily accommodates the needs of the parties will be selected.

The arbitrator shall have no authority to alter or change any of the provisions of this agreement or to substitute any new provisions in lieu thereof, or to hand down any decision contrary to the terms or provisions of this agreement.

The Corporation and the Union will each pay the fees and expenses associated with their Legal Counsel and one-half of the fees and **expenses** of the arbitrator.



**MEMORANDUM OF AGREEMENT #03/2003-06**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE ASSOCIATION OF MANITOBA HYDRO STAFF AND**  
**SUPERVISORY EMPLOYEES**  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500**  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 998**  
**and**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS, LOCAL 681**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,**  
**LOCAL 2034**

**RE: SEPARATION PLANS REVIEW**

---

This letter will set forth the understanding reached between Manitoba Hydro and **IBEW 2034, CEPU 681, CUPE 998** and **CUPE 500** with respect to undertaking a joint review of the Corporation's severance provisions and sick leave plans.

The review will include an evaluation of the benefits directly and indirectly related to severance pay, sick leave, sick leave vesting, incidental banked days, and long service vacation. The aim of the review is to redesign these provisions and establish harmonized plans throughout the Corporation on a cost neutral basis. It is also agreed by all parties that **CUPE 500** will be a full participant in the review and will receive all benefits implemented under any new plan design. However, the value of the new plan will not compound on the value of sick leave and severance already received by **CUPE 500** members upon transfer to Manitoba Hydro.

The review will commence by no later than November 30, 2003, and a recommendation from the review team will be made by no later than June 30, 2004. The recommendation will be forwarded to the Executive Committee of Manitoba Hydro within a reasonable time thereafter and implementation of all approved recommendations will take place by March 30, 2005, or as otherwise agreed between the parties.

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Agreed to this date: March 1<sup>st</sup>, 2004

J. Mayo  
J.L. Mayo  
Employee Relations  
Manitoba Hydro

Sandy Boyd  
S. Boyd  
President  
CEP Local 681

R.A. Maes  
R.A. Maes  
President  
CUPE, Local 998

G. Boyd  
G. Boyd  
Business Manager  
Local 2034, I.B.E.W.

M. Davidson  
M. Davidson  
President  
CUPE 500

R. Bauer  
R. Bauer  
President  
AMHSSE

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## **Letters of Intent**

1/2002-05    Resolving Outstanding Issues





**LETTER OF INTENT #1/2002-05**  
Between  
**MANITOBA HYDRO**  
and  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500**

**RE: RESOLVING OUTSTANDING ISSUES**

---

This letter will confirm the agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 500, with respect to resolving outstanding issues, effective October 23, 2003:

The parties agree to resolve the following outstanding issues as soon as is reasonably practical:

1. Employee Status Review, Compare Winnipeg Hydro and Manitoba Hydro employee status definitions and ensure employees are assigned to the appropriate Manitoba Hydro status category.
2. Clothing Review. Ensure clothing provisions reflect current classification names and operating conditions.
3. Salary Treatment for "As Required" Appointments. Find appropriate solutions for particular problem situations which have been identified.
4. Length of Temporary Appointments. Review duration of temporary appointments.

Agreed this date: October 23, 2003

For Manitoba Hydro: \_\_\_\_\_  
Janet L. Mayor, Employee Relations Manager

For Canadian Union of Public Employees, Local 500:

---

Michael Davidson

Greg Mandzuk

Mike Mackinnon

**TABLE 1**  
**VACATION ACCRUALS**  
*(in 24 pay periods)*

# Days worth of credits allocated to HSA	Years of Service	Vacation Days	Mandatory vacation usage (in days)
0	0 - 2.999	15	5
0	3 - 9.999	20	5
0	10 - 19.999	25	5
0	20+	30	5
1	0 - 2.999	14	4
1	3 - 9.999	19	4
1	10 - 19.999	24	4
1	20+	29	4
2	0 - 2.999	13	3
2	3 - 9.999	18	3
2	10 - 19.999	23	3
2	20+	28	3
3	0 - 2.999	12	2
3	3 - 9.999	17	2
3	10 - 19.999	22	2
3	20+	27	2
4	0 - 2.999	11	1
4	3 - 9.999	16	1
4	10 - 19.999	21	1
4	20+	26	1
5	0 - 2.999	10	0
5	3 - 9.999	15	0
5	10 - 19.999	20	0
5	20+	25	0

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