

**GENERAL AGREEMENT**

**Between**

**THE MANITOBA HYDRO-ELECTRIC BOARD**

**and**

**LOCAL UNION 2034  
OF THE INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

**A.F. OF L., C.I.O. – C.L.C.**

**for the period**

**January 1, 2012 to December 31, 2015**

## **NEGOTIATING COMMITTEES**

### **For The Manitoba Hydro-Electric Board**

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### **For Local Union 2034, I.B.E.W.**

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**THIS AGREEMENT ratified this 4<sup>th</sup> day of June, 2012 between:**

**THE MANITOBA HYDRO-ELECTRIC BOARD**

**(hereinafter referred to as the "Corporation")**

**OF THE FIRST PART,**

**and**

**LOCAL UNION 2034 OF THE INTERNATIONAL BROTHERHOOD**

**OF ELECTRICAL WORKERS**

**A.F. OF L., C.I.O. – C.L.C.**

**(hereinafter referred to as the "Union")**

**OF THE SECOND PART.**

**WITNESSETH as follows:**

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

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Scott Thomson  
President and Chief Executive Officer

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K.M. Tennenhouse  
General Counsel & Corporate Secretary

LOCAL UNION 2034 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, A.F. OF L., C.I.O. – C.L.C, per

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M. Velie, Business Manager

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K. Woodley, Assistant Business Manager

## Section A – Framework

### **ARTICLE 1      SCOPE AND BARGAINING AGENT**

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- A1.1      This agreement shall apply to those employees of the Corporation within the Bargaining Unit defined in Certificate Number M.L.B. 6388 issued by the Manitoba Labour Board, dated January 26, 2007, who are employed in the classifications set forth in the Salary Schedule to this agreement.
- A1.2      New classifications created during the term of this agreement which fall within the scope of said Certificate shall be added to the Salary Schedule.
- A1.3      The Corporation recognizes the Union as the sole Bargaining Agent for those employees of the Corporation to whom this agreement applies.
- A1.4      In compliance with The Labour Relations Act there will be no discrimination on the part of the Corporation or the Union.
- A1.5      In this agreement and in classifications designated herein, any words importing the masculine gender include female persons and any words importing the female gender include male persons.
- A1.6      The Corporation's Management and Supervisory staff shall not perform work that is customarily or substantially performed by employees in the bargaining unit except in the case of emergency, or when the qualified employees who normally perform the work are not available, or for the purpose of instructing and training employees.

### **ARTICLE 2      MANAGEMENT RIGHTS**

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- A2.1      The Union recognizes that the Corporation has the sole authority to manage its affairs, to make and alter from time to time rules and regulations to be observed by employees, to direct its working forces including the right to hire, classify, promote, demote, transfer, lay off, suspend and discharge any employee, and to increase or decrease the working force of the Corporation, and to reorganize, close or disband any department or section thereof from time to time as circumstances and necessity may require. It is understood that in the exercise of the foregoing Management rights, the Corporation shall be subject to provisions of this agreement. In administering this agreement, the employer shall act reasonably, fairly, in good faith, and in a manner consistent with the agreement as a whole.



### **ARTICLE 3            DURATION/RENEWAL OR REVISION OF                                  AGREEMENT**

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- A3.1      This agreement shall be effective from June 4<sup>th</sup>, 2012 and shall continue in force until December 31, 2015.
- A3.2      If either party to this agreement should desire to renew or revise this agreement, then not less than 60 calendar days nor more than 120 calendar days prior to the expiry date established in Article A3.1, such party shall give written notice thereof to the other, together with particulars relating thereto.
- A3.3      Within 25 calendar days following receipt of written notice to renew or revise this agreement, together with the particulars relating thereto, the party receiving said notice and particulars shall be prepared to commence negotiations and that party shall so notify the other party and shall give particulars relating thereto.
- A3.4      Unless otherwise mutually agreed, only those matters referred to in the said particulars shall be discussed at such negotiations.
- A3.5      The Business Manager of the Union, with prior approval from the Executive of the Union, and the Manager, Employee Relations Department of the Corporation, acting jointly, may from time to time by Letters of Understanding in writing signed by them, amend or interpret the provisions of this agreement and the parties shall be bound by any such amendment or interpretation.
- A3.5.1    During negotiations for renewal or revision of this agreement, this agreement and current Letters of Understanding shall remain in full force and effect, subject to any revisions agreed upon by negotiations, however, following its expiry date, either party may, upon 48 hours written notice to the other party, terminate the continued operation of the agreement.
- A3.5.2    Upon the renewal of this agreement, any existing Letters of Understanding, which are not renewed, shall become null and void.

## **ARTICLE 4          MEMBERSHIP DUES**

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A4.1      Except as otherwise provided, commencing the first month following the execution of this agreement and each pay period thereafter, the Corporation shall deduct from the earnings of each employee to whom this agreement applies, as defined in Article A1.1, a biweekly proration of an amount equal to the regular monthly Union membership dues established by the Union from time to time, and shall pay same to the Union on whose behalf the deduction has been made.

A4.1.1    Union dues will be deducted from the earnings of each employee for the second pay period following commencement of employment.

A4.2      The Union shall indemnify and save harmless the Corporation from any losses, damages, costs, liabilities, or expenses suffered or sustained by the Corporation as a result of any such deduction or deductions from payrolls.

## **ARTICLE 5          NOTICES**

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A5.1      Every notice which may be required to be given or served pursuant to this agreement shall be in writing, dated and signed by the party giving the notice.

A5.2      Notice to the Corporation may be given or served by personal service on an officer of the Corporation or by sending the notice by registered mail, postage prepaid, addressed to the Manager, Employee Relations Department, Post Office Box 815, Winnipeg, Manitoba, R3C 2P4, or to such other officer or to such other address as the Corporation may by notice in writing to the Union designate.

A5.3      Notice to the Union may be given or served by personal service on the Business Manager of the Union or by sending the notice by registered mail, postage prepaid, addressed to the Union at 1563 Pembina Hwy, Winnipeg, Manitoba, R3T 2E5, or such other address as the Union may by notice in writing to the Corporation designate.

## **ARTICLE 6          RIGHT OF THE CORPORATION TO INFORM EMPLOYEES**

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A6.1      The Corporation shall have the right at all times and from time to time during the currency hereof to inform the employees of any and all of the terms and conditions herein set forth.

A6.2 The Corporation will provide the Union with a regular report of members currently employed at Manitoba Hydro. The report shall include information on employment conditions such as wages, classification and work location, as well as employees' home addresses. This information is to be used for union business purposes only.

## **ARTICLE 7 GRIEVANCE AND ARBITRATION**

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### **Section I - Grievances**

A7.1 An employee (or group of employees), the Union or the Corporation shall have the right to initiate a grievance alleging a violation of this agreement. The Article and clause alleged to have been violated must be identified at time of grievance.

A7.1.1 A grievance which has not been initiated within 20 working days of the time when its occurrence should have been known to the employee (or group of employees) or the Union will be deemed to have been abandoned.

A7.1.2 A grievance resulting from suspension, demotion or discharge must be submitted in writing through Step Two of the grievance procedure as outlined in Article A7.2.1 within 15 working days of the time of the suspension, demotion or discharge otherwise such grievance shall be deemed to have been abandoned.

A7.1.3 The Corporation will allow 5 working days from the date of notification for an unsuccessful applicant who alleges an inappropriate selection has been made, to lodge a grievance at Step Two of the grievance procedure as outlined in Article A7.2.1.

### **EMPLOYEE GRIEVANCE**

A7.2 An employee (or group of employees), who believes that they have a grievance or that they have been unjustly treated and allege a violation of this agreement, shall first approach their immediate supervisory officer and attempt to resolve the matter orally at that level. The employee may be accompanied by a duly authorized representative of the Union if they so desire, provided a representative is readily available.

A7.2.1 A duly authorized representative of the Union who believes that an employee has a grievance or that an employee has been unjustly treated and alleges a violation of this agreement shall first approach

the employee's immediate supervisory officer and attempt to resolve the matter orally at that level.

STEP ONE:

- Complaints not settled orally shall be reduced to writing on the grievance form supplied by the Union and presented to the employee's immediate supervisory officer as a grievance, by the employee or a duly authorized representative of the Union or both acting jointly within 30 working days, except as provided in Article A7.5.
- The immediate supervisory officer will give their decision in writing on the same grievance form within 10 working days of receipt of the written grievance. The grievance form will then be returned to the employee or to the duly authorized representative of the Union.

STEP TWO:

- If settlement is not reached in Step One (1), the Union Grievance Committee Chairman or Business Manager of the Union, may, within 15 working days of receiving the decision at Step One, appeal the decision in writing to the appropriate Division Manager or to the appropriate Department Manager in the case of a Department reporting directly to a Vice-President. The appeal shall have attached the appropriate copy of the grievance form. All other copies of the grievance form shall be distributed by the Union.
  - a) A meeting with representatives from the Corporation's Employee Relations Department, the Division, or Department involved and representatives of the Union shall be held within 5 working days of receiving the grievance at Step Two.
  - b) The Division or Department Manager will give their decision in writing within 5 working days following the meeting.

STEP THREE:

- If settlement is not reached in Step Two, the Union Grievance Committee Chairman or the Business Manager of the Union may, within 15 working days of receiving the decision at Step Two, appeal the decision in writing to the appropriate Vice-President of the Corporation.
  - a) Within 5 working days of receiving the written grievance at Step Three, the Vice-President shall discuss the matter with representatives of the Division, or Department involved, the Employee Relations Department and the Union and attempt to settle the grievance.
  - b) The Vice-President will give his/her decision in writing within a further 5 working days.

- A7.3 No aggrieved employees shall act as members of the Grievance Committee during the review of their grievance although they may be called upon to present information relative to the grievance.
- A7.4 When it is impracticable to process grievances within the time limits given herein, they may be varied by mutual consent of the parties.
- A7.4.1 Where a decision is not rendered by the appropriate officers of the Corporation within the time limits specified, the grievance may be progressed to the next Step of the Grievance Procedure.
- A7.4.2 A grievance not progressed within the time limits specified shall be considered settled on the basis of the last decision rendered and shall not be subject to further appeal.
- A7.5 In the case of a grievance involving an alleged unjust layoff, suspension, demotion or discharge, the decision of a Board of Arbitration or the decision of the conferring parties may result in an employee being reinstated with full compensation for time lost on the basis of the regular hours of work, or such other arrangement as may be deemed just and equitable.

## UNION GRIEVANCE

- A7.6 The Business Manager of the Union shall, within 20 working days following the alleged violation of this agreement of a general nature, submit the grievance in writing to the Manager, Employee Relations Department of the Corporation.
- a) A meeting with representatives from the Union, the Division, or Department involved, and representatives of the Corporation's Employee Relations Department shall be held at either Step Two or Step Three of the Grievance Procedure within 5 working days of receiving the grievance.
  - b) The appropriate official of the Corporation will reply in writing to the Business Manager of the Union within 5 working days following the meeting.

## CORPORATION GRIEVANCE

- A7.7 The Manager, Employee Relations Department of the Corporation shall, within 20 working days following the alleged violation of this agreement of a general nature, submit the grievance in writing to the Business Manager of the Union.
- a) A meeting with representatives from the Union, the Division, or Department involved, and representatives of the Corporation's Employee Relations Department shall be held within 5 working days of receiving the grievance.
  - b) The Business Manager of the Union will reply in writing to the Manager, Employee Relations Department of the Corporation within 5 working days following the meeting.

## Section II - Arbitration

- A7.8 A grievance concerning an alleged violation of this agreement or an appeal against discipline which is not settled in accordance with the applicable Grievance Procedure may be referred by either party to a Board of Arbitration for final and binding settlement.
- a) A request for arbitration shall be made within 30 working days following the date the decision is rendered under Step Three of the Grievance Procedure or in the case of a Corporation grievance, within 30 working days following the Union Business Manager's reply.

- b) Arbitration proceedings shall be instituted by service of written notice to arbitrate on the other party to the dispute.
- c) Each party, within 10 working days of the said service, shall appoint a member to a Board of Arbitration. The 2 members shall then choose a chairman. If the 2 members are unable to agree on a chairman within 14 days of the service aforesaid, they shall request the Minister of Labour or the Chief Justice of the Court of Queen's Bench of Manitoba to appoint a chairman.

A7.9 Within 30 working days, the Board of Arbitration appointed in accordance with Article A7.8 (c), shall require a representative(s) of both parties to the dispute to attend before it to define the question of the alleged violation of this agreement or to define the basis of appeal against discipline.

If either Union or Corporation nominee or the Chair of the Board of Arbitration are unable to meet the commitment of hearing the arbitration case within the defined 30 working day period, they may be replaced by the nominating party or in the case of the Chair, by appointment as defined in Article A7.8 (c).

A7.10

- a) The Board of Arbitration shall have available to it a copy of the written statement of grievance at Step Three 3 of the Grievance Procedure, the Union's or Corporation's contention thereon, and copies of all related correspondence.
- b) The Board of Arbitration shall complete its sittings and hand down its award within 30 working days after completion of the hearing of the evidence. The decision of a majority of the Board of Arbitration or in the absence of a majority, then the decision of the chairman shall be deemed to be the decision of the Board. If the Board of Arbitration does not serve the award upon the parties within the specified 30 working days, either party may request the Minister of Labour of the Province of Manitoba to consult with both parties and the Board of Arbitration for the purpose of expediting the settlement of the grievance.

A7.11 When it is impracticable to process arbitration proceedings within the time limits given herein, they may be varied by mutual consent of the parties.

A7.12 A Board of Arbitration 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.

A7.13 The Corporation and the Union agree that each will pay the fees and the expenses of its own appointees and ½ the fees and expenses of the chairman and of any clerk or stenographer whom the Board may require.

## **ARTICLE 8 UNION SUCCESSOR RIGHTS**

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A8.1 In the event of the sale or acquisition of a business or part of a business, or any other applicable organizational change, the relevant sections of the Labour Relations Act of the Province of Manitoba in place at the time of the change will determine any issues that may arise with respect to bargaining unit representation and/or successor rights.

## **ARTICLE 9 STRIKES AND LOCKOUTS**

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A9.1 In compliance with The Labour Relations Act, no cessation of work shall occur through strikes, lockouts, or slowdown during the term of this agreement.

## **ARTICLE 10 CONTRACTING OUT**

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A10.1 The Corporation and the Union acknowledge that when Management is making business decisions regarding how work will be performed, that Management will give full consideration to employees, including term employees prior to contracting out. In making these business decisions, Management will communicate work plans to employees and provide opportunities for employee input.

A10.2 The Corporation will advise the Union, in writing, as far in advance as possible of its intention to contract out work (including contract extensions) which is normally performed by employees in the bargaining unit, or which would have a direct adverse effect on existing employees. The parties will exercise good judgement when determining what contract work requires notice, but will include work of a sensitive nature and/or that which deviates from normal practices.

A10.2.1 Advice to the Union will include: a description of the work to be contracted out, the anticipated commencement and duration of the



work, the reasons for contracting and the employees to be affected. If the contract is awarded to an individual person, the Union will also be advised.

A10.2.2 If the Union requests, the Corporation will schedule a meeting with the appropriate Management representatives to discuss the matter.

A10.3 Status employees who are displaced as a result of contracting out will be treated in accordance with Article 11.

## **ARTICLE 11      CONTRACTING IN**

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A11.1 It is recognized that Manitoba Hydro will be pursuing non-traditional work in the open marketplace. The Corporation and the Union acknowledge that in the pursuit of such work, there is a need for the Corporation to be competitive and to be respectful of Union jurisdictional rights and the existing collective agreement.

A11.2 The Corporation will advise the Union as far in advance as possible, of its intention to contract in work of a sensitive or significant nature that will be performed by employees in the bargaining unit. If the Union requests, the Corporation will schedule a meeting with the appropriate Management representative to discuss specific concerns.

11.2.1 The Corporation will provide the Union a contracting-in report on a quarterly basis. The advice to the Union will include: a description of the work performed, the duration of the work, and the numbers and classifications of employees involved.

A11.3 The Corporation may also initiate discussions with the Union on specific contracting-in initiatives to explore the nature of the work, the ability to compete and collective agreement provisions.

## **ARTICLE 12      CRIMINAL AND CIVIL LIABILITY**

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- A12.1 With respect to criminal and civil liability, employees will be covered by the Corporation Policy on Indemnity of Employees.
- A12.2 Affected employees will be advised that they also have the right to Union representation, if desired.
- A12.3 The Union will be notified of any changes to Corporation Policy prior to implementation.

## **ARTICLE 13      DISCIPLINE/DISCHARGE**

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- A13.1 When the conduct of employees are considered by the Corporation to warrant a letter of warning, suspension, demotion, or dismissal, they shall be informed of their right to have a Union representative present when the decision is invoked.
  - A13.1.1 If there is alleged serious misconduct or an employee is to be disciplined for "serious misconduct" as defined in the Corporate Policy, representation by a Union representative is required.
  - A13.1.2 The Union shall be notified of each case and of any letter of warning pertaining to suspension, demotion or dismissal of an employee. In the event of a grievance arising from this Article, refer to Articles A7.1.2 and A7.5.
  - A13.1.3 If employees are demoted for cause, they may be demoted to a more junior position and will be given a new classification seniority date as of that date, and shall not be eligible for promotion for one (1) year from date of demotion.
  - A13.1.4 The Corporation will make a decision on disciplinary situations within 21 calendar days. Should the investigation go beyond 21 days, the affected employee's pay will restart. Under extenuating circumstances, and with mutual agreement between the union and management, this 21 day time frame may be extended. A request by management to extend the time frame will not be unreasonably denied.
- A13.2 At the request of either side, the parties will meet to discuss the application of the Corporation's progressive discipline policy.

## Section B – Wages and Pensions

### **ARTICLE 1      WAGE RATES AND SETTLEMENT PAY**

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- B1.1      The classifications and rates of pay for work performed by employees shall be in accordance with the Salary Schedule forming part of this agreement.
- B1.2      If, by virtue of the coming into force of this agreement, the former rate of pay of a classification is reduced, employees in such a classification shall not have their rate of pay reduced so long as they remain in that classification.
- B1.3      Amendments to the Salary Schedule will be subject only to general salary adjustments as agreed to by the Corporation and the Union during collective agreement renewal negotiations. Any other amendments must be agreed to by the parties.

#### **Salary Schedule**

B1.4      The Salary Schedule forming part of the collective agreement between Manitoba Hydro and Local Union 2034, I.B.E.W. is effective January 1, 2012. The wage rates shown shall be paid retroactively to January 1, 2012 on all hours worked including overtime. Premium rates that have increased will also be paid retroactively to January 1, 2012 where administratively feasible.

B1.4.1      In addition to the foregoing:

- a)              Employees who retired or terminated, or the estate of an employee who died between January 1, 2012 and July 5, 2012 will also receive retroactive pay on vacation and banked vacation payouts and on all sick leave vesting, severance and early retirement allowance payments.
- b)              Employees who commenced maternity leave between January 1, 2012 and July 5, 2012 will also have their maternity allowance adjusted accordingly based upon the new wage rates retroactive to the commencement of their leave.

B1.5      The salary schedule will be escalated during the term of the agreement as follows:

- a)              Effective January 1, 2012:

- 2.5% general wage increase
  - b) Effective January 1, 2014:
    - 2.75% general wage increase
  - c) Effective January 1, 2015:
    - 2.75% general wage increase
- B1.6 Market adjustments for defined trades classifications (listed in Appendix E) will be applied during the term of the agreement as follows:
- a) Effective April 1, 2012
    - 2.0% market adjustment

## **ARTICLE 2 SEVERANCE PAY**

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- B2.1 An employee with more than 25 years of service whose employment is terminated, for reasons other than dismissal, or who resigns, or who retires under the Superannuation Plan in force in the Corporation shall be paid severance pay. In the event of death of an employee, severance pay shall be paid to the employee's beneficiary or otherwise to the employee's estate.
- B2.2 Severance pay shall be accumulated on the basis of 23.76 hours pay for each complete year of service beyond 25 years of service. In the event of a partial year(s) of service, severance pay shall be prorated on the basis of actual service in that year(s). Severance pay shall be paid at the employee's prevailing basic rate of pay at the time of termination, retirement or death.

## **ARTICLE 3 SUPERANNUATION**

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- B3.1 To the extent required by the Corporation, each employee covered by this agreement shall participate in the Superannuation Plan in force in the Corporation.

B3.2 In the event the employer is no longer an employer to which the Act (or any other successor legislation) applies and no specific legislation, regulation or order in council is enacted to deal with the issues related to the Manitoba Hydro pension, then the pension assets accumulated to that date, for those employees covered by this Agreement and who were participating in the Fund as of that date, shall remain in the Fund. Further, in the event that the employees covered by this Agreement are no longer eligible to continue participating in the Fund, the employer will seek input and feedback from the bargaining unit in an attempt to provide a pension plan satisfactory to both parties.

## **ARTICLE 4 INSURANCE**

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B4.1 The Corporation's present Group Life Insurance Plan shall be continued with contributions by the Corporation and employee, as required by the plan.

## Section C – Working Conditions

### **ARTICLE 1      EMPLOYEE STATUS**

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- C1.1      The term "Probationary" shall apply to all employees who have not attained status as determined in this Article. The purpose of the probationary period is to assess the employee's qualifications, performance and suitability for continued employment. An employee who fails to successfully complete the probationary period shall not be continued in employment with the Corporation.
- C1.1.1      The term "Staff" shall refer to positions which require full-time basic daily and bi-weekly hours of work on a continuous year-round basis. The term "Staff Status" shall refer to an employee who holds a base Staff Status position (including Staff status employees in a job share position).
- C1.1.2      The term "Regular" shall refer to positions which require full-time basic daily and bi-weekly hours of work where the requirement may not be on a continuous year-round basis. The term "Regular Status" shall refer to an employee who holds a base Regular Status position (including Regular status employees in a job share position), or who is a graduate of or engaged in a formal training program (in-house or apprenticeship) leading to the attainment of certification in a trade or discipline.
- C1.1.3      The term "Seasonal" shall refer to positions which require full-time basic daily and bi-weekly hours of work at specific times of the year (less than 6 months of the year). The term "Seasonal Status" shall apply to a full-time employee who holds a base Seasonal Status position.
- C1.1.4      The term "Term" shall refer to positions which require full or part-time work for a specific job or for a specific duration of time. The term "Term Status" shall apply to an employee who holds a base Term position.
- C1.1.5      The term "Part-Time" shall refer to positions which require less than normal basic daily and/or bi-weekly hours of work on a scheduled year-round basis. The term "Part-Time Status" shall apply to an employee who holds a base Part-Time position.
- C1.1.6      The term "Casual" shall refer to positions which require work on an as-needed basis, normally without regular scheduled daily or weekly

hours of work. The term "Casual Status" shall apply to an employee who holds a base Casual position.

C1.1.7 The term "Student" shall refer to a position which is filled by a full-time student of a high school, community college or university who is employed on a full-time basis between school terms or as a term, casual, part-time or seasonal employee. Students who continue working during the school year shall retain "Student Status". The employee must be currently attending school or be returning to school after the period of employment. The term "Student Status" shall refer to an employee in a Student position.

C1.1.8 Upon successful completion of the probationary period, employees' status will be based on the status of their base position.

C1.1.8.1 When an employee permanently changes positions, the employee shall assume the status of the permanent position.

C1.1.8.2 When an employee temporarily changes positions, the employee shall maintain their current status.

C1.1.8.3 Employees who voluntarily relinquish their base position will assume the status of the temporary position but will not be eligible for displacement or bumping rights under Section I Article 1. (See Corporate Policy G 519 - Holding a Base Position.)

C1.2 Attainment of status:

C1.2.1 Employees who have not attained status shall have their basic (straight-time) hours of employment reviewed every pay period. Provided that service is unbroken by separation other than layoff, and provided employees meet the Corporation's requirements as to mental and physical fitness, education, experience, performance and other particular requirements related to the employee's work; employees shall attain status the pay period following that in which their basic hours worked in the preceding vacation year and basic hours worked in the current vacation year to date of review in total equal or exceed 0.50 year (958 hours).

C1.2.2 Pre-status employees (summer students excepted), if terminated due to lack of work, shall be eligible for reinstatement of service upon rehire. Such reinstated service will be restricted to that accrued

during the 12 month period prior to rehire, and will be applicable to the attainment of status.

C1.2.3 Term status employees, if terminated due to lack of work, shall be eligible for reinstatement of all service and seniority upon rehire, if rehired within a 12 month period.

C1.2.4 Students shall not accrue service, however, students that are converted to staff, regular, term, or part-time status shall have their continuous service as a student recognized retroactively back to their last hire date.

C1.3 Employees shall lose status immediately following:

- Resignation.
- Discharge.
- Failure to report to work following recall in accordance with Article I1.
- Failure to receive pay within 26 consecutive pay periods, except for:
  - a) an employee who has been granted leave of absence without pay for the purpose of accepting a full time position with Local Union 2034, I.B.E.W.,
  - b) an employee who has been granted personal leave in accordance with Article F4.1.1, in which case the employee's status will be held in suspension until the leave of absence expires. Status upon return from leave will be based on the assumed position.



- C1.4 In the event of transfer, an employee who has attained status shall not be required to serve a further probationary period toward attainment of status.
- C1.5 If an employee transfers from one status to another, any benefits accrued to such an employee shall be retained, as far as practicable, as of the date of transfer.

## **ARTICLE 2 SENIORITY**

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- C2.1 Only employees who have attained status, and who are covered by this agreement, shall have seniority within the terms of this agreement.
- C2.2 Where seniority is referred to in this agreement, it is defined as follows:
  - C2.2.1 Classification Seniority Date - The date an employee entered their classification.
  - C2.2.2 Service Seniority Date:
    - C2.2.2.1 On attainment of status, an employee's start date will be established as their Service Seniority Date provided it is within 26 pay periods of attainment of status.
    - C2.2.2.2 If an employee's start date predates their attainment of status by more than 26 pay periods, their Service Seniority Date will be established as the date which is 26 pay periods prior to their attainment of status.
    - C2.2.2.3 Employees leaving the I.B.E.W. jurisdiction as a result of a permanent or indefinite appointment to a position or a position on project conditions as defined in Article C6.3, will retain service seniority for job selection purposes into the I.B.E.W. jurisdiction for a period of thirty-six (36) months from the date of appointment. The employees' service seniority, retained for job selection purposes, shall not exceed the amount held at the time of leaving the I.B.E.W. jurisdiction.
    - C2.2.2.4 Employees temporarily appointed out of the I.B.E.W. jurisdiction will retain their service seniority date for job selection purposes into the I.B.E.W. jurisdiction. An employee's service seniority date will not be adjusted

during the period of time the employee is temporarily out of the I.B.E.W. jurisdiction.

C2.2.2.5 Employees appointed into the I.B.E.W. jurisdiction (including temporary appointments) will have a service seniority date established for job selection purposes based on the employees' total service with the Corporation, following 6 consecutive months of service in the I.B.E.W. jurisdiction.

C2.2.2.6 Effective January 1, 2013, seasonal employees shall accrue service seniority on a prorated basis based on actual hours worked.

C2.3 Employees' service seniority dates will be adjusted for any extended leave of absence without pay in excess of 30 calendar days.

C2.4 The Corporation shall maintain seniority records for employees covered by this agreement.

C2.4.1 Seniority lists will be published in April of each year and will show each employee's classification at the time of publication, date of attaining that classification, service seniority date and total years of service with the Corporation. Seniority lists will be published in order, based on service seniority date within the classification and position status.

C2.5 Any dispute regarding the correctness of the information shall be filed in writing with the Manager, Payroll Department of the Corporation.

C2.6 Seniority lists will be distributed in the same manner as Employment Circulars.

## **ARTICLE 3            HOURS OF WORK**

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C3.1     The bi-weekly pay period will generally consist of 9 regularly scheduled work day. The first week in a bi-weekly work period will normally have 4 regular work days, scheduled from Tuesday to Friday, inclusive. The second week in the bi-weekly pay period will normally have 5 regular work days, scheduled from Monday to Friday, inclusive. There will be exceptions to the above work schedule in pay periods that have a Corporation Holiday (see attached work calendar). Employees are paid 73.7 basic hours biweekly (1916 hours annually over 26 pay periods). The exceptions to the normal bi-weekly work period are as follows:

C3.1.1    When an employee works shifts as provided in Article C4.

C3.1.2    When an employee works any modified work schedule as defined in Letters of Understanding.

C3.1.3    When standby Assistant District Operators & District Serviceworkers in Winnipeg Operating Districts work Saturday, on a rotating basis, and in lieu of have the following Friday off.

C3.1.4    When staff in the Operating Districts work the normally scheduled Monday off where it is necessary to keep offices open or where staff is on standby duty. (The alternate day off will normally be taken during the same pay period).

C3.1.5    When an employee works under Project Conditions, the biweekly pay period will consist of ten regular scheduled work days and the normal work day will be 7.35 hours within the period 07:00 and 18:00 Monday to Friday inclusive.

Employees working the 9-day work cycle described in C3.1 will be entitled to 18 Regular Days Off (RDO) each year, made up of a combination of fixed Mondays off arising from the application of C3.1, plus additional individual RDO's to be taken at a time mutually agreed between the employee and his/her supervisor.

- C3.2 When an employee works under Regular Conditions, the normal work day shall be 7 hours and 55 minutes (7.92 hours) between 07:00 and 18:00 as designated and approved by the appropriate Division Manager or departmental authority. A group of employees at a work location can elect to have a lunch period of 30-60 minutes per day as long as normal business operations are not adversely impacted.
- C3.3 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 Articles C3.1, C3.1.1, C3.1.2, C3.1.3, C3.1.4, C3.1.5, C3.2 any such change shall only be by mutual agreement between the Union and the Corporation.
- C3.3.1 When a group of employees are interested in establishing a modified work schedule, such request should be forwarded to the Union to be put forward to the Corporation for consideration. Such requests will be evaluated according to the process and criteria agreed to by the Union and the Corporation.



# Corporate Calendar 2012 - 2013

## January 2012

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## February

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## March

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## April

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## May

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## June

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## July

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## August

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## September

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## November

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## January 2013

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## February

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## March

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## April

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### LEGEND

■ Pay Period Ending □ Corporation Holiday ◻ Normally Scheduled Monday Off ] Last Pay Period Ending in Fiscal Year

\* Easter Monday observed by IBEW and AMHSSE only. All other eligible employees receive 7.92 hours of vacation credits. † All eligible employees receive 7.92 hours of vacation credits.



# 2013-2014 Corporate Calendar

## January 2013

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## February

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## March

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## April

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## May

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## June

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## July

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## August

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## September

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## October

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## November

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## December

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## January 2014

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## February

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## March

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## April

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### LEGEND

Pay Period Ending    
  Corporation Holiday    
  Normally Scheduled Monday Off    
 | Last Pay Period Ending in Fiscal Year  
 \* Easter Monday observed by IBEW and AMHSSE only. All other eligible employees receive 7.92 hours of vacation credits.



# Corporate Calendar 2014 - 2015

**DRAFT**

## January 2014

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## February

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## March

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## April

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## May

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## June

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## July

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## August

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## September

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## October

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## November

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## December

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## January 2015

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## February

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## March

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## April

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### LEGEND

■ Pay Period Ending    
 □ Corporation Holiday    
 □ Normally Scheduled Monday Off    
 □ Last Pay Period Ending in Fiscal Year  
 \* Easter Monday observed by IBEW and AMHSSE only. All other eligible employees receive 7.92 hours of vacation credits.



# Corporate Calendar 2015 - 2016

**DRAFT**

## January 2015

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## February

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## March

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## April

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## May

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## June

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## July

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## August

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## September

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## October

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## November

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## December

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## January 2016

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## February

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## March

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## April

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**LEGEND**  
 ■ Pay Period Ending   □ Corporation Holiday   ◻ Normally Scheduled Monday OIT   | Last Pay Period Ending in Fiscal Year  
 \* Easter Monday observed by IBEW and AMHSSE only. All other eligible employees receive 7.92 hours of vacation credits.



- C3.4 Any work schedule involving more than a 7 hours and 55 minutes (7.92 hours) a day, (7.35 hours on project conditions), when overtime rates do not apply, shall require the approval of the Union.
- C3.5 An employee on loan or transferred to a department or division where the hours of work differ from those to which he/she has been accustomed shall work the hours established for the department or division to which he/she is loaned or transferred.
- C3.6 Where feasible and practical, depending upon work requirements, customer needs and appropriate crew mixes, employees may request flexibility in starting and finishing times.
- C3.6.1 Employees' work schedules must meet the operational requirements of their work area as determined by their supervisor.
- C3.6.2 The core hours of work for all full-time employees will be 9:00 a.m. to 3:30 p.m. (excluding lunch).
- C3.6.3 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).
- C3.6.4 Employees will receive an unpaid meal break of not less than ½ hour and not greater than 1 hour.
- C3.6.5 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.
- C3.6.6 Employees may with reasonable notice return to normal basic daily hours of work in accordance with Section C Article 3.2 when a flexible work arrangement is no longer necessary or desirable.
- C3.6.7 Either party must serve 30 calendar days notice to discontinue this arrangement; otherwise, it will remain in full force and effect.
- C3.7 All shift and non-shift hours shall relate either to system time or local time, whichever in the opinion of the Corporation is best suited to system operations.

- C3.8 The non-scheduled week day off will be considered a non-working day of standby where the employee is required to relinquish their weekend off and to perform standby duties. The employee options provided in Articles D3.9, D3.9.1 and D3.9.2 will apply in these latter instances.

## **ARTICLE 4 SHIFT EMPLOYEES**

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- C4.1 A "shift employee" is defined as an employee who, because of the nature of the work, performs daily duties during regular hours on either a 3 shift or a 2 shift basis. A 3 shift basis is recognized as a night, day and evening shift. A 2 shift basis will normally be a day and evening shift, except for employees on Project Conditions where the shift will be designed to meet the requirements of the job. Employees work shifts according to a schedule, which provides for attendance of staff as required by the job. Employees whose hours of work are not arranged according to a shift schedule shall not be known as shift employees.
- C4.2 Rotation of shifts shall take place according to a shift schedule. The pattern of shift change for a 3 shift requirement shall be either from nights to evenings, evenings to days, and days to nights or from days to evenings, evenings to nights, and nights to days. Rotation of shifts will take place following a day or days of rest.
- C4.2.1 The pattern of shift change used locally will be determined by the majority of the employees affected at the location. Changes in the pattern will be at no additional cost to the Corporation and unless approved by the local Supervisor will be limited to one change in each 12 month period.
- C4.2.2 The Corporation will endeavour to schedule examinations, safety meetings, courses, seminars and other training sessions during normal scheduled working hours for shift employees. 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, without loss of basic pay to be taken at a mutually agreed time.
- C4.3 No change from scheduled shifts shall take place during the term of an accepted schedule, except:
- C4.3.1 When the Corporation requires a change to provide qualified staff for adequate protection and efficient and continued operation.
- C4.3.2 When an employee has received approval of a change that in no way adversely affects system operations, increases costs, or creates inconveniences for other shift employees.

C4.4 When a shift change involving less than 12 hours off between shifts occurs during the term of a shift schedule, except as hereinafter provided, twice basic rate for the first shift only plus shift premium shall be paid. Basic rate shall be paid for the first shift if the shift change is:

C4.4.1 By private arrangement between employees, with approval of the Corporation.

C4.4.2 By arrangement between an employee and the Corporation.

C4.5 Shifts referred to in Articles C4.6.1 and C4.12.2, which are not worked in consecutive hours, will be identified as a domestic shift. Schedules for domestic shift will normally be established by mutual agreement at the work locations and will apply only to employees providing domestic services. Any time worked in excess of 7 hours and 55 minutes (7.92 hours) within a 14 hour period will be at the applicable overtime rate.

C4.6 FOR REGULAR CONDITIONS:

C4.6.1 A shift (a day's work) shall be either 8 or 12 consecutive hours, exclusive of lunch periods, and shall be paid at straight time rates when such time is not worked as overtime. The day's work, for 8 hour shifts, shall normally be performed during the hours of 00:00 to 08:00, 08:00 to 16:00, or 16:00 to 24:00 known as night, day and evening shift, respectively. The day's work, for 12 hour shifts, shall normally be performed between 08:00 to 20:00 or 20:00 to 08:00, known as the day and night shift respectively. Other start and end times for shifts may be established where mutually agreeable. The default shift pattern, for 8 hour shifts, will consist of 10 consecutive work days and 4 consecutive days off.

C4.6.1.1 Shift schedules will be based on 1916 hours annually, and will be composed of 8 hour shifts, 12 hour shifts, or a combination of the two if mutually agreeable.

C4.6.1.2 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. Shift employees in Gillam will continue to have the option of

having these additional shifts paid out at straight time rates.

- C4.6.1.3 Employees will be paid 8 hours or 12 hours straight time wages for each shift worked in accordance with the shift schedule.
  - C4.6.1.4 In addition, employees working 24/7 shift operations will receive a Shift Addition (SA) Premium of 6.7% applied to basic hours worked, and excluding paid and unpaid leaves.
  - C4.6.1.5 Paid leave credits (sick leave, vacation, banked time, etc.) will be charged at a rate equivalent to the actual length of the employee's regular workday at the work location.
  - C4.6.1.6 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 (e.g. system disturbance) and as a result the shift turnover time lasts for more than 10 minutes, the employee coming off shift will be compensated for the full duration of the shift turnover in accordance with Article D1.3 of the Collective Agreement.
- C4.6.2 When generating or terminal stations are on a continuous operating basis, the default shift schedule for operating employees engaged at these stations shall cover a period of 84 calendar days, which is the total number of days including days of rest required to enable an employee to work each shift twice under a 10 and 4 shift rotating system.
- C4.6.2.1 Ten calendar days before the expiry date of an existing schedule, a new schedule for the next 84 calendar day period shall be posted for the information of employees concerned.
  - C4.6.2.2 Any dispute regarding shift arrangements under the new schedule shall be discussed with appropriate officials of the Corporation within 5 calendar days of posting, otherwise the schedule will be deemed to be accepted and shall come into force on its effective date.

- C4.6.2.3 When generating or terminal stations are on an intermittent operating basis, the time covered by a shift schedule for operating staff shall be governed by the operating period of the station.
- C4.6.2.4 The shift schedule for an intermittent operating station will be patterned in a manner similar to that of a continuously operated station, circumstances permitting.
- C4.6.2.5 No shift schedule for operating staff of an intermittently operated station, or for maintenance employees, shall exceed a period of 84 calendar days without being reviewed with the employees affected.
- C4.6.2.6 Unless otherwise provided in Article C4.9.1, if employees are required to work on their scheduled day(s) off during the term of the original posted shift schedule, it will be considered as overtime and they will be paid twice their basic rate.

#### C4.7 TEMPORARY SHIFT WORK

- C4.7.1 Upon being notified at least 88 hours in advance, a non-shift employee may be required to work on a temporary (not exceeding 6 months) 3 shift, 2 shift or single shift basis for any routine work under special circumstances or for any work non-routine in nature which lasts at least 5 consecutive regular work days. A single shift is recognized as a shift where the work day is required to be different than the normal work day described in Articles C3.2 or C3.3.
  - C4.7.1.1 The 5 day minimum does not apply where Corporation Holidays or a four day work week occurs during the assigned shift schedule.
  - C4.7.1.2 A Corporation Holiday occurring as the commencement day of the work assignment does not constitute part of the schedule, unless it is worked, in which case it will be paid in accordance with Article F1.5.
  - C4.7.1.3 The hours of work will not necessarily coincide with those scheduled for rotating shift employees, but will be determined by the nature of the work. The shift premium allowed for rotating shift employees will apply to hours

worked between 16:00 and 24:00 and between 00:00 and 08:00.

C4.7.1.4 Where the Corporation fails to give the 88 hours notice prior to the requirement to start work on the assigned shift, twice basic rate will be paid for all hours worked outside the employee's normal hours of work until expiry of the notice period and then revert to basic rate of pay as provided for in Articles C4.6.1 and C4.6.1.3. The hours worked until expiry of the notice shall not be considered as overtime and shift premium will apply.

C4.7.1.5 Where it is necessary due to mechanical failure of equipment or to a system emergency, to abort the assignment prior to completing 5 days (shifts) or as provided in Article C4.7.1.1, the hours worked will be paid for at twice basic rate and will not be considered as overtime and shift premium will apply.

C4.7.1.6 The regular days of work for day workers assigned to shift work will remain Monday to Friday, inclusive. Where a shift overlaps calendar days, the day where the majority of the hours are worked will be considered the calendar day of the shift. Where the majority of the hours occur on a regular working day, any hours worked on a normal day(s) of rest (i.e. Saturday, Sunday or Monday off) will not be considered as overtime and employees will receive an additional straight time premium plus appropriate shift premium for such hours.

C4.8 Operating employees will be required to work scheduled shifts at any of the generating or terminal stations within their headquarters zone, as required to meet the operating needs of such stations.

C4.9 When shift employees' shifts are changed during the term of a posted shift schedule, employees will be provided with a minimum of 72 hours notice prior to the commencement of the first changed shift to be worked. If less notice is given, an additional straight time premium will apply for all hours worked until the expiry of the required notice and then the employee will revert to basic rate of pay. The hours worked until the expiry of the notice period will not be considered as overtime and appropriate shift premium will apply.

C4.9.1 When employees' shifts are changed by the Corporation from the originally posted shift schedule, employees' scheduled days off may be changed to conform to the shift schedule they are assuming if the

shift change is for a period of time that constitutes at least a full work period (a period of days or evenings or nights, including float shifts, followed by a day(s) off such as a 10 and 4 work period forming part of the rotating cycle within the entire shift schedule). Working on the scheduled day(s) off as provided on the originally posted shift schedule will not constitute overtime.

C4.9.1.1 Working on the scheduled days off as provided on the originally posted shift schedule will also not constitute overtime if the shift change is for less than the balance of the posted shift schedule or less than a full work period and the employee was designated as a relief operator` on the posted shift schedule (applies only to shift schedules that provided for a relief operator prior to 1996 03 21).

**Note:** *A designated relief operator is defined as an employee who is not required for normal operating shift requirements and who on a rotating basis is designated on the shift schedule to work the day shift for periods in excess of 2 work weeks. Working "float" day shifts to balance required basic working hours does not constitute a "relief" shift.*

C4.9.2 Returning to the employee's posted shift schedule does not constitute a shift change and the above penalties will not apply.

C4.9.3 Shift changes requested by the employees under the terms of this agreement will not be subject to the above penalties.

C4.9.4 In the event of a short change, the above penalties will not apply for the first shift in addition to those identified in Article C4.4.

C4.10 An hourly shift premium of \$1.22 shall be paid to designated shift employees required to work according to a shift schedule 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. This shift premium will be escalated at a rate and time coincident with general wage increases.

C4.10.1 An hourly shift premium of \$3.45 shall be paid to designated shift employees required to work according to a shift schedule 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. This shift premium will be escalated at a rate and time coincident with general wage increases.

- C4.10.2 Shift employees will receive shift premiums as defined in C4.10 and C4.10.1 while on vacation if they would otherwise have worked an eligible shift.
- C4.11 If shift employees on Regular Conditions are required to become a non-shift employee for at least 5 consecutive regular working days for reasons such as training purposes or a special work requirement or when no shift work is required, they will revert to the hours of work, work schedule and conditions applicable to non-shift employees.
  - C4.11.1 An employee who had temporarily been assigned to day work conditions for at least 5 consecutive regular working days will be provided with 88 hours notice to return to shift work.
  - C4.11.2 Where the Corporation fails to give the 88 hours notice prior to the requirement to start work on the assigned shift, twice basic rate will be paid for all hours worked outside the employee's normal non-shift hours of work until expiry of the notice period and then revert to hours and conditions applicable to shift employees. The hours worked shall not be considered as overtime and shift premium will apply.
  - C4.11.3 Where it is necessary to abort the assignment prior to completing 5 working days, the hours worked as a non-shift employee outside of what would have been the employee's normally scheduled shift hours will be paid for at twice the basic rate and will not be considered as overtime. In this case, it will not be necessary to provide the employee with 88 hours notice to return to shift work.
- C4.12 FOR PROJECT CONDITIONS:
  - C4.12.1 A standard shift shall be one which extends for 3 days or more.
  - C4.12.2 A shift employee involved in a continuous operation or an employee working an assigned shift other than a shift that falls completely within the period 07:00 to 18:00 will work 8 hours per shift exclusive of lunch periods, and overtime at the rate of double time will apply for ½ hour.
  - C4.12.3 An employee working on Project Conditions shall be 24 hours notice of change of shift. If less notice is given, the first 3 days of the



changed shifts occurring consecutively shall be at 1 ½ times the basic rate.

C4.13 For Project Conditions, an hourly shift premium of \$1.22 shall be paid to a designated shift employee required to work according to a shift schedule, 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. This shift premium will be escalated at a rate and time coincident with general wage increases.

C4.13.1 An hourly shift premium of \$3.45 shall be paid to designated shift employees required to work according to a shift schedule 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. This shift premium will be escalated at a rate and time coincident with general wage increases.

## **ARTICLE 5      DISCRIMINATION/HARASSMENT FREE WORKPLACE**

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- C5.1      The Corporation will endeavour to provide a work environment in which all employees are treated equitably and respectfully, and are NOT subjected to discrimination, harassment, or any other conduct which undermines a person's dignity and worth.
- C5.2      The Corporation will not knowingly exercise, practice or condone any discrimination, harassment, reprisal, restriction, interference, or coercion of or by its employees based upon characteristics that include:
- ancestry, including colour and perceived race;
  - nationality or national origin;
  - ethnic background or origin;
  - religion or creed, or religious belief, religious association or religious activity;
  - age;
  - sex, including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
  - gender-determined characteristics;
  - sexual orientation;
  - marital or family status;
  - source of income;
  - political belief, political association or political activity; membership or activity in a Union or the exercise of the employee's lawful rights;
  - physical or mental disability or related characteristics or circumstances; unless the action is based upon bona fide and reasonable requirements or qualifications for the employment or occupation.
- C5.3      The Corporation will make reasonable accommodation for the special needs of any individual or group, if those special needs are based upon any characteristic referred to above.
- C5.4      In the application of this Article, the Corporation will not be restricted with respect to the implementation of employment equity initiatives or any other special programs permitted by the Manitoba Human Rights Code.

## **ARTICLE 6      WORK CONDITIONS**

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- C6.1      Work conditions shall be defined as "Regular" and "Project".
- C6.2      "Regular" conditions will apply to all employees who are assigned to work in locations throughout the Province of Manitoba except those projects as indicated below:
- C6.3      "Project" conditions will apply only to employees:
- C6.3.1      On work undertaken by the Corporation as part of Nelson River Development from the point where the C.N.R. first crosses the Nelson River to the mouth of the Nelson River. This area is illustrated on the approved map of the Nelson River Water Power Reserve.
- C6.3.2      At such other locations or work that the Corporation and the Union may mutually agree. This could include employees engaged in exploration, construction, extension (additions) and major structural rehabilitation work on generating stations and converter stations including associated switchyards and major transmission lines and who provide services to and/or primarily work in conjunction with contract work forces.

## **ARTICLE 7      TELECOMMUTING**

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### **Definition**

- C7.1      Telecommuting: Employees who, on a periodic basis during their scheduled work hours, fulfill their job responsibilities at a work site other than their primary work location.

### **Purpose**

- C7.2      Telecommuting is a viable work option that, when appropriately applied, benefits both the employee and the Corporation by allowing the employee to perform their job responsibilities at a location other than their primary work location.

## Telecommuting Principles

C7.3 The principles of telecommuting are:

- a) telecommuting is a cooperative arrangement between supervisors and employee, and is based on:
  - i) the needs of the job, work group and the Corporation;
  - ii) the employee's past and present levels of performance.
- b) jobs suitable for telecommuting are characterized by clearly defined tasks and work products, measurable work activities and require minimal special equipment;
- c) an employee's performance is measured by output;
- d) the terms and conditions of employment with the Corporation and the collective agreement still apply;
- e) each telecommuting arrangement is voluntary and jointly agreed to by the supervisor, employee and Union by signing a Telecommuting Agreement which may be terminated, at will, at any time either by the supervisor or the employee or the Union.

## Telecommuting Equipment

C7.4 In each telecommuting arrangement, the supervisor and employee determine the need for telecommuting equipment. The employee normally provides all telecommuting equipment, including telephone, computer and internet connection.

C7.4.1 **EXCEPTION:** The Corporation will provide telecommuting equipment if justified based on the needs of the Corporation and the nature of the work assignment.

C7.5 If the supervisor determines that the employee should have Corporate-owned equipment in their off-site location, the equipment may be provided with the Department Manager's approval. If approved, the installation, repair and maintenance of telecommuting equipment becomes the Corporation's responsibility. The supervisor tracks the equipment's use in meeting the department's specific goals.

C7.5.1 If the supervisor determines that the employee should have a high-speed internet connection at his/her off-site location, the Corporation will pay for the basic service with the Department Manager's approval.

## Section D – Premiums

### **ARTICLE 1 OVERTIME**

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D1.1 In order to bring work to a suitable conclusion, as a convenience to employees, and where direct supervision is not available, they may elect to continue their work for a maximum of 2 hours beyond normal working hours, in which case they will be paid for the 2 hours or any portion thereof at their basic rate.

D1.2 Overtime is time worked by an employee during hours which are not scheduled as their regular working hours except as outlined in Article D1.1.

D1.2.1 Scheduled overtime shall be defined as:

- a) on a normal day of work - overtime work for which notification is given in advance of an employee's normally scheduled quitting time on the last normal working day prior to the overtime requirement.
- b) on a normal day of rest (including following an employee's normally scheduled quitting time on the last normal working day prior to the employee's day(s) of rest) - overtime work for which notification is given a minimum of 24 hours in advance of the normally scheduled quitting time on the last normal working day prior to the overtime requirement.

D1.2.1.1 Overtime at the rate of double time will apply for all scheduled overtime hours worked within the 2 hours following normally scheduled quitting time (no minimum). A minimum of 2 hours pay at double time will apply in the case of: scheduled overtime work which commences more than 2 hours after normally scheduled quitting time on a normal work day; or scheduled overtime on a normal day of rest.

D1.2.1.2 When employees are required to report to work a second or more times on a work day because of scheduled overtime, meals at 3 hour intervals of continuous work and transportation expenses in accordance with Article D1.16 and D1.19 will apply. In addition, travelling time will apply.

- D1.2.1.3 Employees who report to perform scheduled overtime work shall not be required to perform any other work except for the work that was scheduled.
- D1.2.1.4 Where overtime work is not scheduled in accordance with Article D1.2.1, the overtime work will be treated in the same manner as a call-out (unscheduled) with respect to the minimum of 3 hours overtime pay, overtime meals and traveling time.
- D1.2.2 In order to qualify for overtime an employee must report to the job site or assigned work location.
- D1.2.3 New employees hired solely for the purpose of a system emergency shall be paid at their basic rate of pay for their initial 7 hours and 55 minutes (7.92 hours) of employment regardless of when these hours are worked, including on a Saturday or Sunday. All other terms and conditions of the agreement shall apply for subsequent hours worked except the provisions of the 9 day biweekly work period shall not apply and the normal work week shall be Monday to Friday inclusive.
- D1.2.4 Employees working part-time (Article C1.1.5) may mutually agree with their Supervisor to accept additional hours beyond their normally scheduled hours of work. They shall be paid at their basic rate of pay for the initial 7 hours and 55 minutes (7.92 hours) worked per day, provided that the additional hours fall within the normal business hours for their work area. Any hours worked outside of the normal business hours for the work area and/or beyond 7 hours and 55 minutes (7.92 hours) per day will be paid at overtime rates. All other terms and conditions of the agreement shall apply for part-time employees except the provisions of the 9 day biweekly work period shall not apply and the normal work week shall be Monday to Friday inclusive.
- D1.3 Overtime at the rate of double time shall be paid for all overtime worked.
  - D1.3.1 Overtime at the rate of triple time shall be paid for all overtime worked beyond 16 consecutive hours.
- D1.4 The maximum allowable overtime rate of pay will be three times the basic rate.
- D1.5 Employees who have worked overtime shall not be laid off to equalize overtime.

- D1.6 Overtime work will be assigned in as equitable a manner as is possible.
- D1.7 When employees are notified of planned overtime for the purpose of switching, load tests or special readings, and such work is scheduled to commence within ½ hour following normal work hours, they will be allowed to continue work at the overtime rate during the period prior to the scheduled overtime.
- D1.8 When overtime is required for shift employees at generating, dispatch or terminal stations, the Corporation will normally relieve laterally or to a higher classification. If a float or relief shift employee is not available and overtime is necessary, then the overtime will be worked by the regular operating staff of the stations and by the appropriate classification when available.
- D1.9 When employees desire to exchange work for time off or time off for work, such exchange shall be at a mutually agreed time on an equal time basis and not on a rate of pay basis. Arrangements for time off shall be confirmed within 30 calendar days.

## **Rest Time**

- D1.10 It is the intent of the parties to this agreement to provide the rest time but where this is not possible in an emergency, the major consideration shall be employee's safety.
- D1.10.1 Employees eligible for rest time should take their rest time entitlement unless advised by their Supervisor to report to work.

### **SIXTEEN CONSECUTIVE HOURS OF WORK**

- D1.10.2 Employees who work 16 consecutive hours will be granted 8 consecutive hours rest without loss of regular pay for any portion of the rest time taken that overlaps their normal working hours. If, as a result of emergency conditions, it is necessary for employees to work without 8 consecutive hours rest after 16 consecutive hours work, such work shall be paid for at twice the basic rate of pay plus straight time until 8 consecutive hours of rest are taken.
- D1.10.2.1 If, as a result of emergency conditions on a normal day of rest, it is necessary for employees to work without 8 consecutive hours rest after 16 consecutive hours work, such work shall be paid for at triple time until 8 consecutive hours of rest are taken.

## OVERTIME WITHIN EIGHT HOURS OF NORMAL WORKING HOURS

D1.10.3 Employees who, because of overtime (except as provided in Article D 1.11), have not had 8 hours rest in the 8 hour period prior to their normal working hours, shall be granted either time off without loss of pay equivalent to their normal work day minus the actual rest time or, if advised to report to work shall be paid at twice their basic rate of pay plus straight time for the amount of time that the rest period overlaps their normal working hours, after which they shall revert to their basic rate of pay.

D1.10.3.1 Where the overtime work extends to employees' normal starting time, the rest time entitlement may be granted by allowing time off without loss of pay prior to the conclusion of the normal work day, if mutually agreed between the employees and their Supervisor.

D1.10.3.2 When the overtime work commences prior to normal starting time and does not extend until employees' normal starting time, with the mutual agreement of the employees and their Supervisor, immediately following the overtime work, employees may work on a continuous basis at straight time, in addition to the overtime work, the number of hours equivalent to a normal basic working day less the rest time entitlement because of the overtime work, without loss of basic pay.

D1.10.3.3 Employees entitled to rest time may, on the same workday with the mutual agreement of their Supervisor, take the rest time entitlement at any time during normal working hours.

D1.10.4 Employees required to continue working on a normal day of rest, including a Corporation Holiday (except as provided in Article D1.11), without 8 hours rest in the 8 hour period prior to what would be their normal starting time, will be paid at twice the basic rate of pay plus straight time for all hours which overlap what would be his/her normal working hours minus the actual rest time and then revert to twice the basic rate of pay.

D1.11 The rest time provisions of Articles D1.10.3 and D1.10.4 will not apply in the following situations:

D1.11.1 When employees are notified prior to the end of their normal working day that they will be required to report to work during the 2 hour



period immediately prior to their normal starting time on a normal working day; or

- D1.11.2 When employees are notified a minimum of 24 hours prior to the end of their last normal working day prior to a day(s) of rest that they will be required to report to work on a normal day of rest during the 2 hour period immediately prior to what would be their normal starting time on a normal working day; or
- D1.11.3 When on a normal working day, the work is not scheduled in accordance with Article D1.11.1 and occurs during the 1 hour period immediately prior to an employee's normal starting time except as provided in Article D1.11.5; or
- D1.11.4 When on a normal day of rest, the work is not scheduled in accordance with Article D1.11.2 and occurs during the 1 hour period immediately prior to what would be an employee's normal starting time on a normal working day; or
- D1.11.5 When employees who are on scheduled standby duty as provided in Articles D3.1, D3.7, D3.8 or D3.9, are called into work during the 2 hour period immediately prior to their normal starting time on a normal working day; or
- D1.11.6 In the case of shift workers, when a shift schedule providing for a split shift is posted in accordance with Article C4.6.2.1 In the event employees are not in agreement with the posted split shift schedule, he/she must contact the appropriate official of the Corporation in accordance with Article C4.6.2.2. If the split shift schedule is implemented by the Corporation without the employee's agreement, the provisions of Articles D1.11.1 and D1.11.2 will apply.
- D1.11.7 When employees work 4 or less hours on a normal day of rest. When employees work more than 4 hours, Article D1.10.4 will apply.

Note: See LOU # 28/2012-15 for language relating to the application of this article that has been introduced on a trial basis.

## **Overtime Cancellation**

- D1.12 When employees are not notified of cancellation of scheduled overtime prior to their normally scheduled quitting time prior to the overtime requirement during the regular work week, they shall be paid for 2 hours at their basic rate. When employees are not notified and report for work and the overtime work is cancelled, they shall be paid 2 hours at double time.
- D1.13 When employees are not notified of cancellation of scheduled overtime prior to their normally scheduled quitting time on their last day of work prior to their scheduled day or days of rest and the overtime work requirement is scheduled to be done during a day or days of rest, they shall be paid for 2 hours at their basic rate. When employees are not notified and reports to work and the overtime work is cancelled, they shall be paid 2 hours at double time.

## **Banking of Overtime**

- D1.14 Employees may elect to bank overtime worked and credit it to an "overtime bank" for the purpose of receiving leave of absence with pay at a future date. Overtime will be accumulated in the "overtime bank" at the hour value that it is earned, i.e., double time for 1 hour is equal to 2 basic hours in the bank. Arrangements for banking of overtime shall be made between employees and their supervisor at the time the overtime is worked. Employees' basic rate of pay at time of leave will apply.
- D1.14.1 The maximum amount of time employees may bank in a vacation year will be 80 hours (non-replenishable.).
- D1.14.2 Banked overtime leave will be taken at a time mutually agreeable to employees and their supervisor. Such leave may be scheduled in units of 1 hour or more during slack periods, providing a replacement employee is not required. Leave will not normally, but may with the approval of the supervisor, be scheduled concurrent with an employee's vacation period.
- D1.14.3 On request, employees may have their total overtime bank or any portion thereof, paid off at their basic rate of pay at that time.
- D1.14.4 Employees may carry over their outstanding banked overtime credits to the following vacation year and in accordance with Article D1.14.1, they may bank and utilize a maximum of 80 hours in the current vacation year in addition to the carried over credits. However, the maximum that employees may have in the overtime bank at any time would be 80 hours.

- D1.14.5 Employees who use banked overtime credits during a period(s) of layoff or while on northern leave in accordance with Articles J3.1, J3.2, J3.3.1 and J3.3.2 and Construction employees who use banked overtime credits during the Christmas/New Year's holiday period, shall be eligible to bank up to 100 hours in a vacation year (non-replenishable). Employees who have banked and utilized their credits prior to transferring to a location where they are entitled to northern leave, shall be eligible to replenish their overtime bank to 80 hours when they transfer to such a location for use during northern leaves.
- D1.14.6 Employees working on construction crews may elect to bank at premium rates, additional banked overtime credits beyond the 80 hour maximum provided in Article D1.14.1 of the Collective Agreement.
- D1.14.6.1 These additional banked overtime credits will be up to the equivalent number of days required to cover the holiday period in the current year, minus the regular 80 hour overtime bank. The provisions of Articles D1.14, D1.14.2 and D1.14.3 will apply.
- D1.14.6.2 Banked overtime credits beyond the regular 80 hour maximum will be paid off at the employee's basic rate of pay when they are transferred off of a construction crew or at fiscal year end.
- D1.14.6.3 It is agreed that these provisions will not result in any additional costs to the Corporation.

## **Overtime Meals**

- D1.15 Employees who are required to continue working 3 hours or more after their normal quitting time and are not allowed sufficient time to return to their residence for a meal, will be eligible for a meal. Where employees are required to continue working beyond the initial 3 hours, they will be eligible for an additional meal at 3 hour intervals of continuous work thereafter.
- D1.16 Employees performing unscheduled overtime work or scheduled overtime work, in accordance with Article D1.2.1.2, will be eligible for a meal following 3 hours of continuous work and at three (3) hour intervals of continuous work thereafter, except as provided in Article D2.1.1.
- D1.16.1 If employees are called out to perform overtime work more than 2 hours and less than 3 hours prior to normal starting time and the

work overlaps normal working hours, they will be eligible for a meal, or reimbursed for the actual cost of a meal (receipts required), up to the breakfast meal rate in Article H1.2 plus tax and tip, provided they are not allowed sufficient rest time to return to their residence for a meal.

D1.17 The Corporation will normally be responsible to provide the meal. When a meal is not provided by the Corporation and employees purchase a meal, they will be reimbursed for the actual cost of the meal (receipts required), up to the supper meal rate in Article H1.2, plus tax and tip.

D1.17.1 Where it is not practical or feasible to provide or purchase a meal (e.g., system emergency, customer power restoration, meal facilities not readily available, etc.), employees will be provided with a taxable allowance equivalent to the lunch meal rate in Article H1.2 (subject to taxation via payroll deduction).

D1.18 When employees do not leave the work site and the meal break does not exceed ½ hour, the meal break period will be considered as time worked at the overtime rate of pay.

D1.19 If employees are required to use their own vehicle to travel to and from the job site, assigned work location or assembly point in response to a callout (unscheduled overtime) or in accordance with Article D1.2.1.2, they will be entitled to reimbursement for the use of their personal vehicle at the prevailing Corporation Policy (Guideline 552A-4) Unassigned Car rate for traveling on Corporation business for the actual distance traveled on the most direct road route between the locations involved (minimum of \$2.50 per callout). If an employee's principal residence is outside of the headquarters zone, reimbursement will not apply to the distance traveled outside of the headquarters zone boundary or established travel zone.

## **ARTICLE 2      CALL-OUT**

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D2.1 A call-out shall be defined as overtime work for which notification is not given in advance of an employee's normally scheduled quitting time on their last normal working day prior to the overtime requirement. In the event of a call-out, Articles D1.16, D1.16.1, D1.17, D1.17.1, and Article H2.5 will apply except as provided in Article D2.1.1.

D2.1.1 In the case of an employee who is called out for work on a normal day of rest and is advised at the time of the notice that the work is scheduled to take place during what would be normal working hours

on a normal work day, Articles D1.17, D1.17.1 and Article H2.5 will apply following the initial 4 hours of continuous work.

D2.2 Employees called out to perform unscheduled overtime work, within a defined period of time (see Article D2.2.3), shall receive:

D2.2.1 Initial call out” within a defined period of time - not less than 3 hours pay at 2 times his/her basic rate.

D2.2.1.1 If the “initial” 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.

D2.2.2 “Subsequent call out” (second or more call out) within a defined period of time - not less than 1 hour pay at 2 time his/her basic rate for each subsequent call out within the defined period.

D2.2.2.1 If the “subsequent” 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 "subsequent" call out will not result in additional pay.

D2.2.3 On a weekday, the "defined period of time" is the time between the conclusion of the employee's scheduled working hours through to what would be the normal starting time of the following day. On the weekend, the "defined period of time" is 24 hour period from 8 a.m. to 8 a.m.

D2.2.4 Employees called out to perform emergency work will be required to accept additional calls of an emergency nature during the 3 hour minimum period and payment for additional call-outs will not apply.

D2.2.4.1 Employees who have been called out to perform emergency work shall not be required to perform any other work save emergency work for which they were called.

- D2.3 An employee of a public utility engaged in supplying electric power on a continuous basis is subject to be called out for emergency work at any time and shall not refuse without reasonable cause when he/she is called out.
- D2.4 The following conditions will apply to employees who resolve technical problems over the telephone or by other forms of electronic communication which would otherwise have necessitated a callout and the employee reporting for work:
- D2.4.1 Employees will be paid a minimum of 1 hour of pay at overtime rates. If the time spent extends beyond 1 hour, overtime will be paid for actual time spent. If there are additional calls received during the 1 hour minimum period, payment for additional calls will not apply. If employees receive a call out in accordance with Article D2.2 of the Collective Agreement during the 1 hour minimum period, the 3 hour minimum call out will not be compounded upon the 1 hour minimum. The minimum 3 hour call out will be considered to have commenced at the time of the initial call.
  - D2.4.2 The rest time provisions of Article D1 of the Collective Agreement will apply if the actual time spent on a continuous basis or accumulatively as a result of multiple calls, exceeds 1 hour in duration.
  - D2.4.3 Except as provided in Article D2.4, employees must report to the job site or assigned work location in order to qualify for overtime in accordance with Article D1.2.2 of the collective agreement.

## ARTICLE 3      STANDBY

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- D3.1      When the Corporation requires employees to be available for standby duties during other than normal working hours, the Corporation will, whenever possible, assign qualified employees on a rotational basis. In the event a qualified employee is not available, the individual placed on standby will not be required to work beyond their qualifications or level of training. Standby duty will normally be scheduled for a full week with at least 5 days posted notice, except as provided in Articles D3.6 and D3.7. Employees shall not refuse standby duties without reasonable cause.
- D3.2      Working day standby duty shall consist of all non-working hours from the completion of work on that day up to the normal starting time of the following day or up to what would be normal starting time on a day of rest or Corporation Holiday.
- D3.3      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, excluding Corporation Holidays, through to what would be normal starting time of the following day or normal starting time of the next normal work day.
- D3.3.1    Corporation Holiday standby duty shall consist of all hours commencing at what would be normal starting time during a Corporation Holiday, through to what would be normal starting time of the following day or normal starting time on a day of rest or Corporation Holiday.

### Standby Rates of Pay

D3.4      *Working Day Standby*

- Currently \$27.95 per day
- Increase by \$4.00 effective January 1, 2013 (year 2 of contract)

*Non-working Day Standby*

- Currently \$56.35 per day
- Increase by \$5.00 effective January 1, 2013 (year 2 of contract)

*Corporation Holiday Standby*

- Currently \$56.35 per day
- Increase by \$5.00 effective January 1, 2013 (year 2 of contract)
- In addition, the employee will be eligible for an additional day off with pay (or ½ day in the case of Christmas Eve) at a time to be mutually agreed between the employee and his/her supervisor. The lieu day can

be taken any time prior to fiscal year end, or cashed out at anytime. If it is not used, it will automatically be cashed out at the end of the fiscal year.

- D3.4.1 The working day, non-working day and Corporation holiday standby rates will be escalated at a rate and time coincident with general wage increases.
- D3.4.2 Employees who have been scheduled and worked 26 weeks of standby in a fiscal year will receive 2 additional standby lieu days added to their balance.
- D3.5 Standby pay will apply in addition to appropriate rates of pay for call-outs and during periods of planned overtime work.
- D3.6 An employee wishing to be relieved of standby duty for reasons other than scheduled vacation, sickness or family emergency, must arrange for a qualified employee to replace him/her on standby duty, with approval of the appropriate senior employee for such arrangements. Requests for outstanding vacation credits must be made a minimum of 15 calendar days in advance of the requested commencement date of vacation, and if approved, shall be considered as scheduled vacation. If vacation is not requested 15 calendar days in advance of the requested commencement date of vacation and the vacation request is approved, the employee may be required to provide his/her own standby relief.
- D3.7 Any employee may, during emergency conditions, be placed on standby duty for less than a full week but not for less than 1 full day without the usual 5 days notice. The terms of Articles D3.5 and D3.8 will apply.
- D3.8 An employee assigned to standby duty without the normal 5 days notice will receive pay at 1 ½ times the basic standby rate for each day of actual standby duty until expiry of the 5 days notice period and then revert to basic standby rates. The exception to this is defined in Article D3.6.
- D3.9 An employee who is requested to relinquish their normal weekend off to relieve for the normally scheduled standby employee because of sickness or family emergency shall have the option either:

  - D3.9.1 To standby at the applicable standby rates; or,
  - D3.9.2 To work the normal scheduled hours of work for that location at the rate of 1 ½ for all hours worked in which case the working day standby rate will apply. The nature of such work shall be prearranged with the employee's supervisor.



## **ARTICLE 4      HEIGHT PAY**

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D4.1      Following ratification, employees who are required to work at or above a height of one hundred (100 feet) above ground level on structures and/or towers, shall receive in addition to their basic pay, an hourly height pay premium of five dollars and fifty-eight cents (\$5.58) per hour for each hour or part of an hour so worked. This hourly premium will be escalated at a rate and time coincident with general wage increases, commencing in 2012.

Effective January 1, 2013 (year 2), height pay will be increased by \$1.00 per hour.

## **ARTICLE 5      INCLEMENT WEATHER REPORTING ALLOWANCE**

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D5.1      When employees in non-Staff status positions are required to report for work and do report, they shall be paid for all time at work, with a guaranteed minimum of 4 hours pay at their basic rate in the classification for which they are called if work is cancelled due to inclement weather.

D5.1.1      When non-Staff status employees have begun working and because of inclement weather the work is halted, employees shall be paid for any time actually worked plus 4 hours inclement weather reporting pay, to a maximum of 7 hours and 55 minutes (7.92 hours) per day.

D5.1.2      Non-Staff status employees not required to report to work shall be notified on the preceding day before what would be their normal quitting time. Failure to provide such notice will result in the employee receiving 4 hours pay at their basic rate.

## Section E – Appointments, Promotions, and Reclasses

### ARTICLE 1      JOB POSTINGS

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E1.1      When a Staff position coming within the scope of this agreement is created or becomes vacant and is required to be filled, it will be advertised by means of an Employment Circular. It is understood that the Corporation may discuss any vacancy with potential applicants. The closing date for the acceptance of such applications shall not be less than thirteen (13) working days after the date on which the circular was published.

E1.1.1    Other non-Staff positions may be posted, however, it is understood that should any of these jobs become recognized as Staff positions, they will be posted and filled under the terms of the collective agreement, unless the Union agrees to a waiver of posting.

E1.1.2    Late bids will be accepted up to 30 calendar days after the closing date of the posting or a selection is made, whichever is earlier.

E1.2      Temporary opportunities of more than one year in duration for the following classifications will normally be required to be posted:

- all classifications in Pay Grades 24, 25 and 31.
  
- the following Pay Grade 23 classifications:
  - Bucket Truck Operator (Power Line Journeyman)
  - Construction Inspector Lead
  - District Customer Service Representative I
  - District Power Cable Journeyman
  - Fleet Technician Lead - Non-destructive Testing
  - High Pressure Welder (Licensed) Thermal
  - Survey Technician Senior
  - Tradesperson Senior (non-certified)
  
- the following Pay Grade 22 classifications:
  - Building Operator Senior
  - Administrative Representative V
  - High Pressure Welder (Licensed)
  - Operator Driver Lead
  - Storekeeper Senior
  
- the following Pay Grade 21 classifications:
  - District Serviceworker II
  - Line Maintenance Patroller

- Storekeeper IV
- Administrative Representative IV
- the following Pay Grade 14 classifications:
  - Administrative Representative III
  - District Support Representative III
  - Customer Support Representative III
  - Utility Worker Lead

E1.2.1 Posting will not be required where training and development opportunities are filled from within the work group and there is no consequential vacancy or backfilling required. Management will endeavour to rotate such opportunities within the work group.

E1.3 Trainee positions within the IBEW jurisdiction will be posted internally prior to or concurrent with external recruitment.

E1.4 Where Management identifies a need for training and development of employees in order to fill anticipated Staff position vacancies, such training and development opportunities will be posted internally. The employee with the earliest IBEW seniority date shall be given consideration.

E1.4.1 Short term training and development opportunities of less than 3 months duration will not be required to be posted when the training is intended to assist an individual employee in their present capacity.

E1.4.2 If a training and development opportunity is to provide rehabilitative employment, Union concurrence is required to waive the posting. The placement of such employees is the joint responsibility of the Union and Management and requests to waive postings will not be unduly denied.

E1.5 In order to promote the hiring of local residents, particularly employment equity candidates and/or persons in northern locations, the Union will give every consideration to Management requests to waive posting of some positions. It is understood that request for waiver shall not be unreasonably denied.

- E1.6 Although any employee may apply for an advertised vacant Staff position which would result in a lateral transfer, applicants will not necessarily be considered if they have been in their present position for less than 1 year.
- E1.7 Applicants to a bulletined position will be notified by the Corporation of the name and classification (at the time of application) of the successful applicant within 60 calendar days of the closing date of the job posting. A permanent transfer will not be made while a grievance is in process and in any case during the first 5 working days following issue of notification to the unsuccessful applicant as per Article A7.1.3.
- E1.8 During the month of April in each year, the bargaining unit Staff positions in effect at that time for each work location shall be posted by the Corporation.
- E1.8.1 The Union will be notified of any planned changes in Staff positions or where delays in posting beyond the normal thirty (30) days are anticipated. The Union will also be notified of any cancellations of postings.

## **ARTICLE 2 APPOINTMENTS AND PROMOTIONS**

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- E2.1 When selecting a suitable applicant to a vacant Staff position advertised by means of an Employment Circular, under the terms of this agreement, the Corporation will recognize the applicant's ability to do the job, qualifications, past performance and seniority. The employee with the earliest service seniority date under the terms of this agreement who meets the minimum qualifications for the position as outlined in the Employment Circular, has the ability to perform the duties and responsibilities of the position and has a satisfactory performance record shall be selected to the position.
- E2.1.1 If all applicants fail to meet the minimum qualifications for the position as outlined in the Employment Circular and the Corporation is prepared to select one of the applicants, the applicant who is closest to meeting the minimum qualifications for the position will be given first consideration.

- E2.2 When selecting Trainees, seniority will be a factor in job selection providing qualifications, past performance and abilities are equal. First consideration will be given to qualified redundant or laid off employees.
- E2.3 When selecting suitable applicants for training and development opportunities, the applicant who is closest to being qualified will be given first consideration. Seniority will be a factor when applicants are equally close to being qualified.
- E2.4 An employee who is chosen for a position advertised in an Employment Circular shall have 7 calendar days from the date of the Letter of Offer during which time they may, for stated reasons, reject that offer. A successful applicant shall be prepared to relocate if, as, and when, instructed by the Corporation.
- E2.5 Moving time and allowances will be those established from time to time by the Corporation and this information will be made available to employees.
- E2.6 Employees shall bear the cost of moving to the headquarters zone assigned at the time of hire. Subsequent moves to assigned headquarters zones will be at the Corporation's expense.
- E2.7 Employees shall not be directed to move, except for cause, if such move would result in a financial loss to an employee through the sale of their home, unless the Corporation is prepared to reimburse the employee for the amount of such loss.
- E2.8 Applicants who are not fully qualified for a position but who, in consequence of the Corporation's effort to promote from within, have been selected for the said position, will be paid in accordance with Article E4.13.2.
- E2.8.1 Applicants who are dual rated and have been selected for a vacancy in the type of work for which they were dual rated shall not receive a lower rate of pay than their previous dual rate and up to the maximum of the vacant position.
- E2.9 The Union will be provided with the following written information on applicants to positions in the I.B.E.W. jurisdiction advertised by an Employment Circular:
- a) the name of the successful applicant for all positions
  - b) in the case of positions where the senior applicant is not selected, the names of all employees in the I.B.E.W. jurisdiction who applied for the positions, and a brief explanation of why applicants with more seniority were not selected

## **ARTICLE 3      TEMPORARY APPOINTMENTS**

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E3.1      An employee may be temporarily appointed to a higher classified staff status position, however, such appointments will normally be limited to a period not to exceed 12 consecutive months. Requests for extensions beyond 12 consecutive months will be reviewed with the Union.

E3.2      An employee who is temporarily appointed to a higher classified position within the scope of this agreement for 1 hour or more in 1 day, shall receive at least the minimum rate for the higher classification for all time so worked.

E3.2.1    Pay adjustments for vacation relief will apply where an employee is appointed to and assumes the responsibilities of his/her supervisor's position.

E3.2.2    An employee who is required to temporarily assume the duties and responsibilities of a Station Operator (Hydraulic/Converter) position (first person on shift) will receive the following salary treatment for all time so worked in that capacity:

a.            A Station Operator Trainee will be paid 15% above Pay Grade 22 minimum hourly rate.

b.            An Assistant Station Operator will receive salary treatment in accordance with Article E4.13.

E3.3      The provisions of Article E3.2 shall not apply in the case of an employee who is appointed as a relief employee in an identified group of relief employees.

E3.4      When an employee other than an employee in a group leader classification is assigned temporarily for 1 hour or more to act as a lead hand with 2 or more subordinates, which may include Manitoba Hydro employees or external contractors, the employee will receive a 5% pay adjustment to their basic rate of pay for all time so worked.

**Note 1:** As a guideline to the application of lead hand pay, it is intended to apply to short term or temporary work requirements where the employees are assigned additional on the job leadership responsibilities beyond that expected in their normal job or position. This generally occurs in situations when employees have been assigned responsibility for a job and there is an absence of regular or periodic supervision at the work site and/or the work is performed at a site away from the normal work location. The lead hand rate of pay is not intended to apply when employees are temporarily assigned to

fulfill the duties and responsibilities of a readily identifiable job classification level in which case the appropriate job classification should be applied.

**Note 2:** To be eligible for lead hand when working with contractors the following criteria must be met:

- The employee is on site, charged with directing and overseeing the work of the contractor, and ultimately responsible for the job and worksite.
- The contractor is part of the workgroup and is not considered to be the prime contractor.
- The employee is assigned additional on-the job leadership responsibilities beyond that expected in their normal job or position.

Employees will not be eligible for lead hand in any of the following situations:

- The employee stops by to ensure that the contractor is performing the work they were hired to do;
- The employee is present solely as a safety watcher, to ensure the safety of the contractor;
- The employee is performing periodic quality control;
- The employee is already receiving lead hand pay.
- When directing contractors is part of the employee's regular responsibilities.

E3.5 Employees will be notified of differing conditions prior to any transfer, which will result in a change in work conditions.

E3.6 A staff status employee may be required to fulfill a temporary assignment of not more than 6 pay periods in any 1 year on a project as specified in Article C6.3. Where staff status employees have completed a temporary assignment of 6 pay periods or more, they will not be required to accept a further assignment except by mutual agreement.

## **ARTICLE 4            INCREMENTS AND RECLASSIFICATION**

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E4.1     For the purpose of salary progression, all employees will be assigned an annual or semi-annual review date (as indicated in Appendix A, Schedules “A” and “B”). The review date(s) will be established as the first calendar day of the month in which the employee is hired and will be revised on the basis of the conditions outlined in E4.3.

Employees, including employees in progressive classifications, will be eligible to progress within their pay grade salary ranges on their annual or semi-annual review dates (as indicated in Appendix A, Schedules "A" and "B") based on the following:

E4.1.1     Progression will be subject to satisfactory performance.

E4.1.2     Progression time will be based on all basic hours paid.

E4.1.3     Employees with an annual review date must have accumulated a minimum of 1916 hours of service.

E4.1.4     Employees with a semi-annual review date must have accumulated a minimum of 958 hours of service.

E4.2     Employees will be eligible to progress within their pay grade, on their review date as follows (except for those classifications identified in Schedule “B”):

a)            If an employee's salary is below the maximum salary for the pay grade by more than 5%, they are eligible for a 5% increment on the employee's established review date.

b)            If an employee's salary is below the maximum salary for the pay grade by less than 5%, they are eligible for an increment that would bring their salary up to the maximum salary for the pay grade on the employee's established review date.

E4.3     Review dates will be revised under the following conditions:

a)            Personal Leave:

The employee's review date will be adjusted by the amount of time exceeding 30 consecutive calendar days.

b)            Layoff, Sick Leave, Workers Compensation Leave and Maternity Leave:



The employee's review date will be adjusted by the amount of time exceeding 90 consecutive calendar days.

c) Promoted to higher classification:

Where an employee is promoted to a higher classification from a classification where the employee was at the existing maximum rate of pay, the employee's review date will be changed to the date they enter the higher classification.

These provisions would not apply to employees in training programs and whose progression is subject to working an established number of hours.

E4.4 The effective date for a recommended and approved change in rate of pay shall be the first day of a pay period.

E4.5 Employees in progressive classifications who lack the qualifications required for the next higher classification or whose on-the-job performance is not considered satisfactory, shall not be upgraded until the Corporation considers that they have acquired such qualifications and that their performance is satisfactory. Employees will be notified 60 calendar days prior to their review date if their qualifications and performance are considered to be unacceptable, in which event the employee may appeal their case to the Manager, Employee Relations Department of the Corporation. Should the Corporation fail to give the required notice; employees will be upgraded as if they had met the requirements for the next step.

- E4.6 The Corporation may require examinations from time to time to confirm in part the qualifications of an employee for promotion. Questionnaires may be used to train and prepare employees for oral or written examinations. The Corporation will attempt to standardize examinations by job functions. If examinations and questionnaires are set and supervised by the Corporation, they shall be at the Corporation's expense.
- E4.7 Where possible, the Corporation will issue a certificate upon satisfactory completion of an approved training program.
- E4.8 To establish basic classification at the time of attainment of status (except Staff status), total hours worked in the previous year will be the basis for determining the basic classification.
- E4.9 Status employees (except Staff status) will not be paid at a rate less than that of their basic classification when work is not available in their classification for up to 10 consecutive working days, after which the employee will be paid at a rate applicable to the lower classification.
- E4.10 Excluding employees in progressive classifications, status employees (except Staff status) who are dual rated will be required to work ½ year in a higher classification in order to change their basic classification. Employees who work more than ½ year in their basic classification will retain their basic classification. If employees work more than ½ year in 2 classifications, their basic classification will be the one in which they have worked the greater number of hours.
- E4.11 The basic classification of each status employee (except Staff status) will be reviewed and established at the end of the last completed pay period in March.

## **Reclassification**

- E4.12 An employee or a group of employees shall have the right to request a review of their position within a Job Family Profile if there is a clearly defined change in their duties and responsibilities. Such a request shall be made through a Job Level Review (step 1) and, if necessary, a Job Level Appeal (step 2).
- E4.12.1 Job Level Review (Step 1) - Should an employee (or a group of employees) request a review of their position, they will be required to prepare a complete review package of their position(s) and submit the package to their Supervisor or Manager, with a copy to the Union. Should the request be made by a group of employees, a designated spokesperson will be chosen to represent the group. The spokesperson will submit the request for review to his/her supervisor on behalf of the whole group. The employee's Department Manager

will provide the employee(s) with the outcome of the review and a rationale for the pay grade level, within 60 calendar days.

E4.12.2 Job Level Appeal (Step 2) – If the employee is unsatisfied with the outcome of the review, he/she may choose to appeal the outcome of the review. They can initiate the appeal by completing an appeal form and submitting the form, along with the original job level review package, to the Manager, Corporate Human Resource Services, Human Resources Division with a copy to the Union. Upon receipt of the appeal the following process will be initiated:

- a) Human Resources will assess whether there is sufficient documented information to continue with the appeal. If not, the employee will be asked to re-submit the appeal with additional supporting documentation.
- b) The employee will receive notification of receipt of the appeal request within 10 working days. (A copy of this notification will also be sent to the bargaining unit.)
- c) The employee will be given the opportunity to present their case to an Appeal Committee which is comprised of one member from each bargaining unit or employee group, one HR representative and one line management representative. The employee's manager (or delegate), and the bargaining unit rep will also attend.
- d) The appeal hearing will:
  - Review the information provided by the employee.
  - Review any relevant documentation.
  - Open the hearing for comments and questions.
  - Be heard within one year of receiving the completed appeal request.
- e) Based on the following criteria, the Appeal Committee will decide whether there is enough information to support changing the employee's pay grade level:
  - Has the employee demonstrated why the proposed pay grade level best fits their job?
  - Has the employee given specific examples to illustrate their reasoning?
  - Is there supporting documentation or evidence to support the argument?

- f) The Chair of the Appeal Committee will notify the employee in writing of the Committee's decision, and the reasons for it, within 10 working days of the hearing.
- g) The Appeal Committee decision will be by consensus, and will be final and binding.

#### E4.13 PROGRESSION ON PROMOTION

Employees who are promoted to a higher classification within the I.B.E.W. jurisdiction, including on temporary appointments, will have their rate of pay established as follows:

##### E4.13.1 Qualified for the higher classification level:

- a) Existing rate of pay is lower than the minimum rate of pay for the higher classification:
  - reclassified to the minimum rate of pay for the higher classification level.
- b) Existing rate of pay is within the salary range of the higher classification:
  - receive a 5% promotional increase within the higher pay grade.
- c) Employees promoted two or more pay grades will receive the above (a or b) plus an additional 5% increase for each pay grade moved beyond one, subject to satisfactory performance. The additional promotional increase(s) will apply after 958 hours of service from the initial promotional increase and 1916 hours of service thereafter, as applicable.
- d) Employees with previous experience at the higher classification level who, based on past relevant experience in the job, are considered to be qualified and capable, will receive the same relative pay level in the higher classification that they had progressed to when previously in the higher classification.

##### E4.13.2 Not qualified for the higher classification level:

a) Existing rate of pay is lower than the minimum rate of pay for the higher classification:

- reclassified to one pay grade (10%) below the minimum rate of pay for the higher classification and progress on semi-annual reviews as follows:
  - first six month review - 5% increase;
  - when qualified - increase to minimum rate of pay.

If the employee's existing rate of pay is 5% or less below the minimum rate of pay for the higher classification, the employee will retain their existing rate of pay until qualified.

b) Existing rate of pay is within the salary range for the higher classification:

- Employees will normally retain their existing rate of pay until qualified, subject to any progression employees may be eligible for in their present pay grade.
- Management may grant a 5% promotional increase to recognize the additional duties and responsibilities performed if an employee is capable of performing the majority of the duties and responsibilities of the higher classification. Employees would retain their base classification and would not be eligible for any future salary increases until qualified for the higher classification level.

c) Employees promoted more than one pay grade will receive the above (a or b), plus when qualified, the salary treatment afforded employees qualified at the time of promotion according to Article E4.13.1(c). These additional increases shall not compound any promotional increases received since the time of promotion.

- E4.13.3 An employee who is in a higher classified job for a continuous period of one year will be eligible for a 5% promotional increase (subject to satisfactory performance) in the higher classification.
- E4.13.4 An employee who is in a higher classified job (excluding periods of short term relief of three pay periods or less) for a cumulative period of one year during a two consecutive year period, be eligible for a 5% promotional increase (subject to satisfactory performance) in the higher classification.

## Section F – Time Off

### **ARTICLE 1 CORPORATION HOLIDAYS**

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F1.1 For the purpose of this agreement, the following holidays are defined as Corporation Holidays for all employees.

* New Year's Day	Civic Holiday
* Louis Riel Day	* Labour Day
* Good Friday	* Thanksgiving Day
o Easter Monday	+ Remembrance Day
* Victoria Day	# Christmas Eve (half day)
* Canada Day ( <u>July 1<sup>st</sup></u> )	* Christmas Day Boxing Day

\* Denotes the holidays for which employees, including those laid off or terminated, may be eligible to receive payment in accordance with the Employment Standards Code.

F1.1.1 Christmas Eve holiday will be observed on the last working day prior to Christmas Day commencing after the first half of the employee's regular shift.

F1.1.2 If an additional holiday is proclaimed for the general public by the Government of Manitoba or the Government of Canada, it shall be recognized as a Corporation Holiday.

F1.1.3 Although the above listed holidays are generally observed, it is recognized that due to the special nature of a major construction project, employees on Project Conditions will normally be required to work on these days.

+F1.2 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.

+F1.2.1 When Remembrance Day occurs during the period Monday to Friday, inclusive, the provisions of Articles F1.4 and F1.5 shall apply.

+F1.2.2 When Remembrance Day occurs on a Saturday or Sunday - an employee, if eligible, shall have one day (7.92 hours) added to their vacation credits.

+F1.2.3 An employee required to work when Remembrance Day occurs on a Saturday or Sunday will receive pay at 2 times basic rate for all

hours worked. In addition, they shall have one day (7.92 hours) added to their vacation credits.

+F1.2.4 Employees who work less than full time hours will receive holiday pay for Remembrance Day based on Article F1.9.

F1.3 When a Corporation Holiday, except for Remembrance Day, occurs on a Saturday or Sunday, the Corporation Holiday shall be observed on a working day or working days as designated by the Corporation immediately prior to or following the weekend.

F1.3.1 All shift employees, as defined in Article C4.1, who work on regular work conditions, will observe Corporation Holidays on the actual day of the holiday and not on the day designated by the Corporation if that day is different than the actual holiday.

F1.3.1.1 In the case of shift employees, involved in a 7 days per week operation, Easter Monday will be a normal day of work and not a Corporation Holiday. The Corporation Holiday will be observed on Easter Sunday for such employees.

F1.3.1.2 With the exception of trainees who are surplus to operational requirements and float employees on day shifts, shift employees involved in a 7 days per week operation who are working on day, evening or night shifts as defined in Article C4.6.1, will be allowed to work on a Corporation Holiday at basic rate and have a mutually agreed day off with basic pay in lieu of the holiday, unless the Corporation Holiday occurs before or after a scheduled day off. This provision will apply when an employee is not required for operating purposes on the Corporation Holiday. When an employee is required to work on the Corporation Holiday for operating purposes, Article F1.5.1 will apply.

F1.4 When a Corporation Holiday coincides with a scheduled day of work for an employee, they shall, if eligible, in observance of the holiday, be granted leave for the day without loss of basic pay. To be eligible for such leave, the employee must have received pay on the employee's last regularly scheduled working day before and the first regularly scheduled working day after the Corporation Holiday unless the employee is on authorized leave of absence.



- F1.4.1 An employee described in Article F1.4, who is required to work on a Corporation Holiday shall receive 7 hours and 55 minutes (7.92 hours) pay at basic rate in lieu of the holiday, plus 2 times basic rate for all hours worked.
- F1.5 When a Corporation Holiday results in a day off with pay for an employee who works normal hours, Monday to Friday, inclusive, a shift employee shall receive the day off with pay at basic rate.
- F1.5.1 An employee described in Article F1.5 who is required to work on a Corporation Holiday shall receive 7 hours and 55 minutes (7.92 hours) pay at basic rate in lieu of the holiday, plus 2 times basic rate for all hours worked. The hours worked during the normal shift shall not be considered as overtime and shift premium shall be paid. Work in excess of the normal shift will be considered as overtime.
- F1.5.2 With the mutual agreement of the employee and his/her Supervisor, and providing there are no additional costs to the Corporation, a shift employee who works a Corporation Holiday as scheduled, may receive Corporation Holiday pay for the day, receive straight time pay for all hours worked and bank additional time equal to all hours worked, to be taken off without loss of basic pay at a mutually agreed time.

- F1.6 An employee who works other than normal hours, Monday to Friday, inclusive, shall have the choice of a mutually agreed day off with basic pay in lieu of the holiday, or receive a day's basic pay whenever a Corporation Holiday coincides with his/her normal day off, and results in a day off with pay for an employee who works normal hours, Monday to Friday.
- F1.7 An employee described in Article F1.6, who is required to work on his/her normal day off, which is also a Corporation Holiday, shall receive his/her basic rate of pay plus 2 times basic pay for all hours worked. This work shall be considered as overtime and shift premium shall not be paid.
- F1.8 An employee who is terminated by the Corporation, on layoff, or is on authorized leave of absence without pay of less than 30 calendar days, and who has worked 15 days in the 30 day period immediately prior to a Corporation Holiday referred to in Article F1.1, is eligible to receive a day's salary at basic rate in lieu of the holiday. Eligibility will not apply to employees who resign or voluntarily terminate their employment or who are on leave of absence without pay in excess of 30 calendar days.
- F1.9 When a Corporation holiday coincides with normally scheduled day(s) off for an employee who works less than full-time hours, they will, if eligible, receive holiday pay based on their total hours worked in the previous 30 calendar days divided by the number of working days available in the same period. No time off in lieu.
- F1.10 If an employee is sick on the working day preceding and/or following a Corporation Holiday and is in compliance with Article F3.4, they shall receive Corporation Holiday Pay.

## **ARTICLE 2      VACATIONS**

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- F2.1 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.
- F2.2 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 F2.10.
- F2.2.1 Term employees, Casual employees, Seasonal employees and Students will be paid out their vacation accruals on a biweekly basis.

- F2.3 The dates of all vacations are subject to a request by an employee and for approval of the appropriate official of the Corporation.
- F2.4 Service seniority shall be recognized as a factor when vacation requests conflict, but senior employees shall not automatically receive preferred vacation periods.
- F2.5 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.
- F2.6 If a Corporation holiday falls within employees' vacation period, they shall have an extra day to be taken at a time arranged between the employees concerned and their supervisor.
- F2.7 The Christmas/New Year's holiday period will normally be the 2 week period beginning with the Monday prior to Christmas Day.
- F2.7.1 Employees may, where work conditions permit, take vacation during the Christmas/New Year's holiday period. Where required, employees will continue to work on a selective basis. One month advance notice is required to take vacation.
- F2.7.2 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.
- F2.8 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 10 calendar days prior to the payday on which the vacation cheque(s) are to be received.
- F2.9 Twice each vacation year, an employee has the option to cash out basic vacation credits up to an annual maximum of 79.2 hours.
- F2.9.1 Written requests are to be forwarded to Employee Pay and Benefits for processing.
- F2.9.2 For vacation cash-out requests, payment will occur on the earliest possible payday following the request.
- F2.9.3 The cash payment is based upon the employee's prevailing rate of pay.

F2.9.4 The cash payment will not be considered pensionable earnings.

F2.10 An employee will accumulate basic vacation credits on basic (straight-time) hours paid in accordance with the following vacation credit schedule:

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

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

All employees (except term employees) working at least 50% of full time hours receive up to 5 benefit credit days on a prorated basis each year which can be allotted to their health spending account, vacation, or a combination of both. (Details on the allotment of Benefit Credits are provided in Appendix B.)

**F2.10.1 LONG SERVICE RECOGNITION**

An employee with 29 or more years of service will accumulate, on basic (straight-time) hours paid, up to 5 working days, or 39.6 hours, long service recognition credits during each year of service. Accumulation will be on the basis of 0.20 days or 1.65 hours per 73.7 basic hours worked (over 24 pay periods). Once an employee has accumulated the equivalent of ½ day, credits may be utilized as time off with pay.

F2.10.1.1 At the end of each vacation year, your unused long service recognition credits in excess of 5 days or 39.6 hours will be carried over or banked. On request, an employee may have all outstanding long service recognition credits paid off.

F2.10.2 NORTHERN SERVICE VACATION:

Employees residing at northern locations as defined in Article J2.1.2 will accrue northern service vacation credits, on the following basis:

F2.10.2.1 With the attainment of 2 years of northern service employees will be granted:

- 3 days in the case of an isolated location,
- 2.5 days in the case of a remote location and,
- 2 days in the case of a non-isolated and non-remote location, to be utilized or paid off prior to the commencement of the following vacation year. In subsequent vacation years employees will accrue northern service vacation credits proportionate to straight time hours paid in 1 vacation year in accordance with the following accumulation schedule, to be utilized as time off with pay or pay in lieu of time off in the following vacation year.

NORTHERN SERVICE VACATION ACCUMULATION SCHEDULE

Years of Northern Service	Isolated Location	Remote Location	Non-isolated, Non-remote Location
	Maximum Accrual	Maximum Accrual	Maximum Accrual
2 – 2.999	47.52 hours (6.0 days)	39.6 hours (5.0 days)	31.68 hours (4.0 days)
3 – 3.999	71.28 hours (9.0 days)	59.4 hours (7.5 days)	39.6 hours (5.0 days)
4 or more	95.04 hours (12.0 days)	79.2 hours (10.0 days)	47.52 hours (6.0 days)

F2.10.2.2 Employees with previous northern service who transfer from a location south of the 53rd Parallel back to a location north of the 53rd Parallel, will have their previous

northern service recognized for the accrual of northern service vacation credits in accordance with the accumulation schedule.

F2.10.2.3 In the event employees are transferred from a location north of the 53rd Parallel to a location south of the 53rd Parallel, they will retain their outstanding and accumulated northern service vacation credits for utilization as time off with pay or pay in lieu of time off until the end of the applicable vacation year.

F2.10.2.4 Employees who transfer from one northern location to another northern location will retain the northern service vacation credits earned while at the previous northern location and will be treated as if all of their northern service was at the new northern location for the accrual of future northern service vacation credits.

F2.10.2.5 Northern service vacation credits may be carried over from the current vacation year to the following vacation year, in addition to the 2 weeks maximum vacation carryover as provided in Article F2.5. Northern service vacation credits carried over to the following vacation year must be utilized or paid off by the end of that vacation year. The maximum annual northern service vacation carryover allowed will be equivalent to the northern service vacation credits accrued during the previous vacation year.

## RECONCILIATION

F2.11 Due to the introduction of Louis Riel Day, employees working the 9-day work cycle or schedules based on the 9-day work cycle (such as the 4-day work week) will receive an additional 7.92 hours of vacation credits in the first full pay period of February in each year to offset the normally scheduled Monday off that would have occurred prior to the introduction of Louis Riel Day.

F 2.11.1 Employees who work less than full time hours will receive vacation credits in accordance with Article F1.9.

F 2.11.2 Employees who receive credit for Corporate Holidays through a local lieu day shift reconciliation process in accordance with article F1.6 are not eligible for additional vacation credits.

F2.12 Except as outlined in Article D3.3, employees will not normally be recalled to work during their vacation/banked time.

F2.12.1 In the event employees are recalled to work during their scheduled vacation/banked time or are not notified of vacation/banked time deferment prior to the completion of work on their last regular day of work prior to commencing scheduled vacation/banked time, they will be paid at twice their basic rate of pay for all work performed for the duration of the recall to work assignment, but not exceeding a period equal to their approved vacation credits/banked time and then revert to their basic rate of pay.

F2.12.2 As mutually agreed, employees may either defer their outstanding vacation credits or have their vacation with pay run concurrent with the recall to work assignment.

### **ARTICLE 3      SICK LEAVE**

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F3.1 It is recognized that the provision of sick leave is for the sole purpose of insuring the employee of a continuing income during periods of his/her bona fide sickness. An employee shall be allowed sick leave credits to the extent and in the manner hereinafter provided.

F3.2 Employees on authorized sick leave shall be paid at the basic rate set for that employee's classification at the time of sickness, for a maximum of 7 hours and 55 minutes (7.92 hours) for each normal work (straight time) day the employee would have worked had they not been absent on account of sickness.

F3.3 It is the responsibility of each employee to advise their supervisor or other designated responsible officer of the Corporation, as soon as practicable on the first day of any absence or inability to perform their regular duties, indicating reason for and probable duration of such absence.

F3.3.1 Where such advice is not received by the Corporation, such absence shall be considered unauthorized and no payment shall be made, therefore, unless the employee can show to the satisfaction of the Corporation that they were unable to notify the Corporation or made unsuccessful but bona fide attempts to notify the Corporation. Similar arrangements shall apply in the event of failure of the employee to notify the Corporation on any subsequent day on which the employee has indicated they would be able to return to work but fails to do so.

- F3.4 In instances where abuse of sick leave is suspected, the Corporation may require an employee who has been absent because of sickness, to furnish a certificate by a duly qualified medical practitioner, certifying as to the inability of the employee to attend their regular duties. In the event the employee fails to furnish such certificate, time absent from work shall be considered as unauthorized absence and without pay.
- F3.5 Employees should attempt to schedule non-emergency medical and dental appointments during their scheduled days off. When employees require or desire medical or dental attention which is not of an emergency nature but is or may be necessary to safeguard their future health, the Corporation may grant a request for sick leave with pay provided that the request for such sick leave is made in writing at least 2 working days in advance of the date on which such leave is required and that the medical or dental authority to be consulted is named in the request.
- F3.6 The extension of sick leave beyond the period of sick leave credits accumulated by an employee shall be at the discretion of the Corporation, and such extension when granted, shall be without pay.
- F3.7 Subject to Article F3.6, employees shall have the right to return to the position they held prior to going on sick leave or the position they would have held had they not gone on sick leave, at any time up to the date on which their accumulated sick leave credits are exhausted.
- F3.8 If employees return to work after an illness which extends beyond the period of their accumulated sick leave credits, such employees shall accept such duties, classification and wages as the Corporation may then have available.
- F3.9 When employees return to work after being on sick leave, they shall resume the accumulation of sick leave credits at the same rate as such credits were being accumulated immediately prior to such sick leave.



- F3.10 If an employee becomes ill or injured during a vacation and would have been unable to work for at least 5 calendar days, or if the employee is hospitalized during a vacation, the employee shall be allowed to utilize sick leave credits for the working days during which the employee would have been unable to work. The employee must provide the Corporation with written documentation, from a qualified medical practitioner, verifying they would have been unable to work during this time because of a bona fide medical condition.
- F3.11 Sick leave credits shall not be accumulated when an employee is on sick leave or on leave without pay.
- F3.12 Sick leave credits shall not be granted initially unless such credits equal or exceed 7 hours and 55 minutes (7.92 hours).
- F3.13 An employee shall accumulate sick leave credits based on basic (straight-time) hours paid (except when on paid sick leave) during each complete pay period in accordance with the following sick leave accumulation schedule:

**SICK LEAVE ACCRUALS**  
(in 25 pay periods)

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

- F3.14 Status employees will be eligible for the Corporation's Sick Leave Vesting Plan.

**ARTICLE 4 PERSONAL LEAVE**

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- F4.1 The Corporation may grant reasonable leave of absence without pay for an employee for compassionate or other special reasons upon receipt of a written request submitted to his/her departmental supervisor. Such leave of absence shall be arranged at no added expense to the Corporation.
  - F4.1.1 An employee may be granted personal leave without pay for personal reasons for a maximum period of 2 years. Personal leave exceeding 30 days must be recommended to a Division Manager for approval.

- F4.1.2 An employee must have continuous service exceeding 7 years duration to qualify for the maximum period. An employee with less than 7 years continuous service will have the period of leave without pay prorated on the following basis:

$$\frac{\text{Years of Continuous Service} \times 104 \text{ Weeks}}{7 \text{ Years}} = \text{Total Weeks of Leave}$$

**Note:** Round off to the nearest week.

- F4.1.3 An employee who is granted leave of absence without pay for a period of 30 calendar days or less shall return to the position which he/she held immediately prior to going on leave except in the case where an employee requests personal leave for family responsibility reasons. In these cases, the maximum length of time the position will be held would be 6 months.

F4.1.3.1 Personal leave for family responsibility reasons will not normally be used to extend maternity or parental leaves.

- F4.1.4 An employee will retain bidding rights on internal job postings for the length of the approved personal leave on the provision that the employee must be available for work within a reasonable time frame. Subject to Article C2.3, an employee will retain seniority for job selection purposes.

- F4.1.5 The number of personal leaves granted to an employee during the employee's career will be at the discretion of the Division Manager, Human Resources.

- F4.2 Any benefits accruing to an employee at the beginning of leave of absence without pay will be held in suspension until the leave of absence expires.

- F4.2.1 Special arrangements may be made where practicable for an employee to carry contributory benefits during leave of absence without pay.

F4.3 If an employee's vacation credits do not amount to a full day, leave without pay shall be granted for the remainder of that day, so that he/she will not be required to work for any part of that day.

## **ARTICLE 5 UNION BUSINESS LEAVE**

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F5.1 The Union agrees to notify the Corporation of the names of its officers, the members of its Executive Committee, Grievance Committee, and Negotiating Committee, and the Shop Stewards, who are appointed or elected from time to time, and also of all changes which may take place from time to time.

F5.2 When meeting with the Corporation, members or officers of the Union who are employees of the Corporation shall receive their usual remuneration from the Corporation provided, however, that the number of such members or officers and the duration of the meetings are as follows:

F5.2.1 In the case of negotiations, but excluding mediation and arbitration, 11 members, for a maximum period of:

- a) 77 days for negotiating a 1 year agreement,
- b) 99 days for negotiating a 2 year agreement,
- c) 121 days for negotiating a 3 year agreement,

exclusive of travelling time for delegates north of the 53rd Parallel.

F5.2.2 In the case of a grievance, a total of 3 representatives.

- F5.3 When negotiating with the Corporation or when dealing with grievances, the Union may also have the services of the Business Manager, Assistant Business Manager, Business Representative, and/or International Representative in addition to employees as provided in Article F5.6.
- F5.4 The Corporation will meet with the appropriate Union committees in matters which are properly the subject of discussion relative to labour-management relations during the term of this agreement. Either party may initiate such meetings.
- F5.5 When meeting on joint Union/Management business where the Corporation continues to pay the wages of Union members as provided in Articles F5.2, F5.2.1, F5.2.2 and F5.4, an employee who is on his/her regular day(s) of rest shall be allowed equivalent time off with pay at basic rate of pay on an alternate day mutually agreeable to the employee and his/her supervisor.
- F5.6 Requests by the Union that an employee be granted leave of absence without pay for the purpose of transacting Union business may be granted by the Corporation at its discretion whenever practicable for such period of time as may, in the opinion of the Corporation, be considered reasonable and permissible under system operations. Requests for such leave of absence shall be submitted at least 4 working days in advance of the time leave is desired.
- F5.6.1 An employee who has been granted leave of absence without pay for the purpose of accepting a full time position with Local Union 2034, I.B.E.W. will retain bidding rights on internal job postings for the length of the approved leave on the provision that the employee must be available for work within a reasonable time frame. An employee will retain seniority for job selection purposes.
- F5.6.2 The Union may request that the IBEW Local 2034 President be granted leave in accordance with Article F5.6. Any requests for leave greater than 2 weeks in duration shall be submitted to the Corporation 9 working days prior to the required leave. Requests for leave for the IBEW Local 2034 President shall not be unreasonably denied.

## **ARTICLE 6      BEREAVEMENT & FUNERAL LEAVE**

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### **Bereavement Leave**

F6.1      Leave will be granted as follows:

F6.1.1      In the event of the death of a designated family member - brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, or grandchild, an employee shall be granted up to 3 days leave with pay.

F6.1.1.1      In the event of the death of a spouse or a child, mother, father, mother-in-law, father-in-law, an employee shall be granted up to 5 days leave with pay. Spouse, child, mother, father, mother-in-law, father-in-law shall also be considered as designated family members.

F6.1.1.2      Under special circumstances, the Corporation may approve additional leave with pay.

F6.1.1.3      In the event that circumstances occur as outlined in Article F6.1.1 or F6.1.1.1 occur during an employee's vacation period, the employee shall be eligible to have their time off charged to bereavement leave rather than vacation credits. The amount of leave allowed would be equivalent to the number of days that would have been granted had the employee been at work, provided the supervisor receives suitable notification of these circumstances.

F6.1.1.4      In addition, an employee may be granted up to 3 days leave with pay in the event of the death of a relative who has been permanently residing at the employee's household, or with whom the employee has been permanently residing, for the previous 12 months. There will be no doubling up of bereavement leave under multiple articles.

### **Funeral Leave**

F6.1.2      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.

F6.1.3 An employee shall be granted up to a maximum of 1 day leave with pay for attending a funeral as a pallbearer or other funeral official.

## **ARTICLE 7 FAMILY RESPONSIBILITY LEAVE**

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F7.1 The Corporation acknowledges the need for employees to balance both their work and family responsibilities and will recognize such when granting time off work for family responsibility reasons. Such leave will not be unreasonably denied. The Union acknowledges that employees should make every reasonable effort to have alternate arrangements in place to take care of family responsibilities.

### **Emergency Family Responsibility Leave**

F7.2 Up to a maximum of 2 days leave with pay (per incident) may be granted to allow the employee to make arrangements to take care of the situation in the event of a sudden, serious or incapacitating illness or injury requiring immediate hospitalization and/or medical treatment involving a parent, spouse, or child of an employee, or in the case of unexpected notice from a day care facility or school that a child is ill and must be picked up. Where additional leave is required, vacation, banked overtime credits, or the days as provided in Article F7.3 may be used.

F7.2.1 Under special circumstances, the Corporation may approve leave as outlined in Article F7.2, in the case of mother-in-law, father-in-law, brother or sister.

### **Non-Emergency Family Responsibility Leave**

F7.3 During each fiscal year an employee may take up to 6 days family responsibility leave with pay (charged to sick leave credits) to cover:

- a day or part of the day, per incident, for the illness and medical/dental appointments of a parent, spouse or child (other than described in Article F7.2)
- a day for the birth of their child

F7.3.1 Under extenuating circumstances, employees may, with supervisory approval, work the time back instead of charging it to sick leave credits. This exchange will be on a time-for-time basis, and will normally be worked back within 30 calendar days.

## **ARTICLE 8      MATERNITY & PARENTAL LEAVE**

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### **Maternity Leave**

#### ELIGIBILITY

- F8.1 Leave of absence without pay shall be granted to a pregnant employee providing that:
- a) the employee has completed her probationary period.
  - b) the request for leave is submitted in writing to the appropriate supervisor, 4 weeks prior to the intended leave of absence date.
  - c) a signed statement requesting maternity leave, including the expected delivery date of the child is provided.

#### DURATION

- F8.2 Maternity leave shall consist of up to 17 weeks.
- F8.2.1 The maternity leave may be taken in a period to begin no earlier than 17 weeks prior to the anticipated delivery date and to end no later than 17 weeks following the actual date of birth. In the event the actual date of delivery occurs after the date specified on the medical certificate, the maternity leave shall be extended by the period between the actual date of delivery and the anticipated date of delivery.
- F8.3 In the event the Corporation requires an employee to begin maternity leave more than 17 weeks prior to the expected birth, for reasons of health or working conditions, the total length of maternity leave shall be extended by the number of days prior to the date which is 17 weeks prior to the actual date of birth.
- F8.4 Upon completion of maternity leave entitlement the employee who wishes to resume her employment shall be reinstated by the Corporation in the position occupied by her at the commencement of maternity leave or in a comparable position with not less than the same wages and benefits.
- F8.4.1 The employee must advise the Corporation at least 4 weeks in advance of her intended return date.

F8.4.2 The Corporation is not required to reinstate an employee who remains absent from work for a period longer than that specified in Articles F8.2.1 and F8.3, except as provided in Article F8.7.

F8.5 Employees who qualify for maternity leave may apply for such leave without pay in accordance with the Maternity Leave Plans included in Appendix D.

## BENEFITS AND SERVICE

F8.6 Employees who are on approved Maternity Leave shall have all benefits and service held in suspension during the period of approved leave. On return from leave an employee will be credited with Corporate service and seniority for the full duration of the leave, and up to a maximum of 17 weeks for the following specified service-related benefits:

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

## Parental or Adoptive Leave

### ELIGIBILITY

F8.7 An employee will be eligible for parental or adoptive leave provided that:

- a. the employee becomes the natural parent of a child or assumes actual care and custody of his/her new-born child, or for adoptive parents, adopts a child under the law of a Province. The employee may be required to furnish proof of adoption.
- b. the employee has completed 7 consecutive months of employment with the Corporation.
- c. the request for leave is submitted in writing to the appropriate supervisor a minimum of 4 weeks prior to the intended leave of absence date.



## DURATION

F8.8 Parental or Adoptive Leave shall consist of up to 43 continuous weeks in accordance with the following:

Parental leave must commence prior to the first anniversary date of the birth or adoption of the child, or on the date in which the child comes into the actual care and custody of the employee except as provided in Article F8.8.b.

A natural mother electing to take Parental Leave in addition to maternity leave as provided in Articles F8.2 and F8.3 will normally commence Parental Leave immediately on expiry of maternity leave. With Manitoba Hydro approval, the parental leave may be taken at a future date but *must commence* prior to the first anniversary date of the birth of the child.

An employee who does not submit a request for leave in accordance with Article F8.8 is nevertheless entitled to, and upon application to the immediate supervisor, shall be granted, the leave to which he/she is entitled under Article F8.7 or such portion thereof as has not yet expired at the time the application was made.

F8.9 Upon meeting the requirements and receiving the entitlements provided in Article F8.8, the employee who wishes to resume employment following the leave of absence shall:

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

F8.9.1 The Corporation is not required to reinstate an employee who remains absent from work for a period longer than specified in Article F8.8.

## BENEFITS AND SERVICE

- F8.10 Employees who are on approved Parental or Adoptive Leave (except for Adoptive Mothers – see Article F8.13) shall have all benefits and service held in suspension during the period of approved leave. On return from leave an employee will be credited with corporate service and seniority for the full duration of the leave, and up to a maximum of 12 weeks of the following specified service related benefits:
- a. basic vacation credits;
  - b. northern vacation credits if the employee was accruing immediately prior to and immediately following the leave;
  - c. long service recognition vacation credits; and
  - d. severance pay credits.

## ADOPTIVE MOTHERS

- F8.11 Adoptive mothers who qualify for adoptive leave may apply for such leave in accordance with the Maternity Leave - Plan B, as outlined in Appendix D.
- F8.12 Eligibility and duration of adoptive leave for adoptive mothers will be administered in accordance with Articles F8.7 and F8.8.
- F8.13 Adoptive mothers shall have all benefits and service held in suspension during the period of approved leave. On return from leave the employee will be credited with corporate service and seniority for the full duration of the leave, and specified service related benefits as follows:
- a. up to a maximum of 17 weeks of sick leave and/or sick leave vesting credits; and
  - b. up to 12 weeks of basic vacation credits;
  - c. up to 12 weeks of northern vacation credits if the employee was accruing immediately prior to and immediately following the leave;
  - d. up to 12 weeks of long service recognition vacation credits;
  - e. up to 12 weeks of severance pay credits.

## **Benefits and Service - Other**

- F8.14 Employees (except Casual Status employees) will accrue service and specified service related benefits based on their normal basic working hours. Their normal basic working hours are those in effect at the time the employees commence maternity or parental leave.
- F8.15 The accrual of service and specified service related benefits for Casual Status employees will be proportionate to basic hours paid during the 12 consecutive months immediately prior to the leave in comparison to normal basic working hours. Where an employee has more than 7 but less than 12 consecutive months of service, accruals will be proportionate to basic hours paid in comparison to normal basic working hours, for the period of the employee's actual service.
- F8.16 Where employees make arrangements to pay their portion of contributory premiums for Group Life Insurance, the Corporation will continue to contribute its portion to *the plan*.
- F8.17 An employee's service seniority date will not be adjusted for periods of approved Maternity, Parental or Adoptive Leave.
- F8.18 Status employees and their eligible dependents will be covered by the dental services, extended health benefits and prescription drug plans as provided in Article G2 for the duration of their approved Maternity, Parental or Adoptive Leave.
- F8.19 Status employees will be covered by the Corporation's long term disability income plan if they become disabled during their approved maternity or parental leave. The plan will apply at the time the employee would otherwise have returned to work from the leave.

## **ARTICLE 9 POLITICAL LEAVE**

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- F9.1 Political Leave is considered to be a leave of absence without pay and will be granted to employees who are seeking election to public office or who are elected to public office, subject to the following provisions:
- F9.1.1 Employees who are seeking election to public office:
- a) will give, where practicable, a minimum of 4 weeks notice prior to the commencement of the Political Leave;

- b) will be allowed a maximum period of leave starting from the date the writ is issued for Provincial or Federal elections or from the official nomination deadline for Civic elections to a date no later than 90 days following the release of official results;
- c) will have their position or job held for the duration of the leave;
- d) will retain bidding rights on internal job postings for the length of the leave on the provision that the employees must be available for work when required by the Corporation;
- e) subject to Article C2.3 of the Collective Agreement, will retain seniority for job selection purposes;
- f) will not accrue service nor service related benefits for the duration of the leave;
- g) may make arrangements to continue coverage under the Group Life Insurance Plan by maintaining 100% of premium contributions;
- h) will not be eligible for the Long Term Disability Plan for the duration of the Political Leave;
- i) will be eligible for coverage under the Dental, Extended Health Benefits and Prescription Drug Plans.

F9.1.2 Employees who are elected to public office:

- a) within 90 days of the release of official election results, must notify the Corporation of their intention to continue on Political Leave;
- b) will be allowed a leave, the length of which would be equivalent to their term in elected office;
- c) will not have their position or job held;
- d) will retain bidding rights on internal job postings for the length of the leave on the provision that the employees must be available for work when required by the Corporation;

- e) subject to Article C2.3 of the Collective Agreement, will retain seniority for job selection purposes;
- f) will not accrue service nor service related benefits for the duration of the leave;
- g) will not be eligible to participate in the Group Life Insurance Plan;
- h) will not be eligible for the Dental, Extended Health Benefits, Prescription Drug and Long Term Disability Plans after 30 days of leave;

F9.1.3 Employees, elected to public office, who request to return to work at the end of their Political Leave:

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

## **ARTICLE 10 SELF-FUNDED LEAVE PLAN**

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F10.1 All status employees (except term and casual status) will be eligible to participate in the Self-Funded Leave Plan in force in the Corporation (refer to Corporate Policy Guideline 548).

F10.2 The Plan will not be amended by the Corporation without prior discussion with the bargaining unit.

## Section G – Health and Safety

### **ARTICLE 1 HEALTH AND SAFETY**

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- G1.1 All work shall be performed in accordance with the Manitoba Hydro "Corporate Safety and Occupational Health Rules" and any amendments which have been approved by the Corporate Safety and Health Committee.
- G1.2 Approved type safety hats, goggles, special glasses, and other special equipment which the Corporation requires employees to use for their protection, will be supplied by the Corporation.
- G1.3 The Corporation provides regular safety meetings in various work groups and expects all employees and Union representatives to submit suggestions for improvement in safe practices. Unsafe conditions or unsafe work procedures shall be immediately reported by an employee or a Union representative to the appropriate foreman or official, the Safety Officer or the Division Manager of the Division involved.
- G1.4 The Union Business Manager, or delegate, shall be a member of the Corporate Safety and Health Committee.
- G1.5 When working in an area where a hazard exists, assistance will not be refused if an employee requests assistance for safety reasons. When working on energized primary equipment or lines (750 volts or over) except switching, 2 employees, one of whom shall be a Journeyman or an equally qualified employee, may be assigned to the job.

### **ARTICLE 2 BENEFIT PLANS**

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- G2.1 All status employees, with the exception of full-time students, will be enrolled in the Extended Health Benefits, Prescription Drug, Travel Coverage, Health Spending Account and Dental Plans (refer to Appendix B). The Corporation pays the total costs for these Plans (subject to cost sharing of specific services).
- G2.1.1 Status employees and their eligible dependants will not be eligible for reimbursement if expenses are recoverable from any other source, for example, Pharmacare.

- G2.1.2 Extended Health Benefits, Prescription Drug, Travel Coverage Health Spending Account and Dental Plans coverage for various leaves of absence will be as outlined in Corporate Policy (refer to Appendix C).
- G2.1.3 Once per year the Union will be provided with statistical and financial information on the performance of the Plans.
- G2.1.4 No changes to the benefits provided under the Plans will be implemented without the concurrence of the Union.

### **ARTICLE 3      WORKERS' COMPENSATION**

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- G3.1 When employees are unable to work due to an injury received in the performance of their duties with the Corporation and are in receipt of a workers compensation allowance, the Corporation shall pay to such employees an amount which, when combined with the compensation allowance, will ensure the maintenance of their regular wages at the time of injury less an amount equal to their normal income tax deduction. Such payments will be escalated based on the appropriate indexing formula contained in the Workers Compensation Act and shall be made without loss of employees' sick leave credits and shall cease once a worker's compensation disability settlement is awarded.
  - G3.1.1 Employees who have a work-related illness/injury that was accepted by the Workers Compensation Board, but whose benefits were discontinued as per Section 39 of the Workers Compensation Act, will not be entitled to use sick leave for that same illness/injury.

## **ARTICLE 4      LONG TERM DISABILITY INCOME PLAN**

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- G4.1      Status employees will be covered by the Corporation's Long Term Disability Income Plan. The plan will be administered and funded by the Corporation.
- G4.2      Upon return to work following a Long Term Disability absence, an employee will be credited with Corporate service and seniority equivalent to the duration of the Long Term Disability absence.

The Union will be provided with copies of the Plan details.

## **ARTICLE 5      TOOLS AND EQUIPMENT**

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- G5.1      Employees shall supply their own basic hand tools as required in their trade. The Corporation will supply all other heavy or special tools and employees shall be responsible for the proper care and return of such tools when work is completed.
- G5.1.1      For Lines Trades employees, the Corporation will provide a body belt and spurs.
- G5.2      Personal tools worn out or damaged on the job will be repaired or replaced by the Corporation when approved by the appropriate official of the Corporation. Any personal tools employees may have in their possession to facilitate their work, beyond the basic hand tools required for their trade, may be considered for repair or replacement purposes.
- G5.3      Employees shall not be responsible for payment in respect of damage to, or loss of equipment until the matter has been fully investigated. At the employee's request, details of the investigation and resultant charges will be made known to the Union.

## **ARTICLE 6      SAFETY FOOTWEAR ALLOWANCE**

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- G6.1      An employee who purchases approved safety footwear for use on the job shall be reimbursed by the Corporation:
- G6.1.1      85% of the purchase price up to a maximum of \$220.00 per vacation year.
- G6.1.2      An employee will have the option of carrying over any unused balance from the previous year, combining 2 years allowance (or a portion thereof) to provide reimbursement of 85% of the purchase price. Maximum reimbursement with a carryover is \$440.00.



G6.1.3 To ensure that all employees have access to the proper protection they require in the workplace, reimbursement provided in Articles G6.1.1 or G6.1.2 shall be at the time of purchase for all employees.

## Section H – Travel

### ARTICLE 1 TRAVELLING ALLOWANCES

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#### Travelling

H1.1 The purpose of the travelling provisions of this Article is to provide employees with reimbursement for reasonable out of pocket expenses incurred when engaged in work away from their normal place of work or headquarters zone. The rates paid are not intended to supplement an employee's income. Only employees operating a vehicle and incurring an expense shall be eligible for travel mileage reimbursement.

H1.2 Applicable single meal rates and per diem rates are as follows:

a)	Breakfast	\$ <u>8.55</u>
	Lunch	\$ <u>15.15</u>
	Supper	\$ <u>22.25</u>
b)	Per diem meals	\$ <u>45.95</u>
c)	Per diem room	
	1. South of 53rd Parallel	\$ <u>12.80</u>
	2. North of 53rd Parallel	\$ <u>14.05</u>

**Note:** *The above rates are effective January 1, 2012. Future adjustments will be published on the Corporate Intranet Site: ([http://mpower.hydro.mb.ca/HumanResources/collective\\_agreement/meal\\_rates.htm](http://mpower.hydro.mb.ca/HumanResources/collective_agreement/meal_rates.htm))*

H1.2.1 The meal and room rates in Article H1.2 shall be subject to review at six (6) month intervals based on the November and May Indexes published in December and June, respectively. The adjustment for the meal rates shall be based on the Statistics Canada Consumer Price Index for food purchased from restaurants for Manitoba (1986 = 100). The adjustment for the room rates shall be based on the Statistics Canada Consumer Price Index for Rented Accommodations for Manitoba (1986 = 100).

$$\frac{\text{CPI November OR May Current Year}}{\text{CPI May OR November Previous Review Month}} * \text{Prevailing Per Diem Rates} = \text{New Rates}$$

Any adjustments resulting from the reviews shall be implemented by the Manager, Employee Compensation and Benefits Department of the Corporation and will become effective beginning the first day of the second pay period following the publication date of the Consumer Price Index. Adjustments will be rounded off to the nearest five cents (\$.05).

- H1.3 Employees who are assigned to work in another headquarters zone will be provided with transportation (Corporate or public) and travel time to the other headquarters zone on the first and last days of the assignment. If transportation is not available or convenient, employees who wish to use their own vehicle in lieu of Corporate provided transportation may request to use their own vehicle. If supervisory approval is granted, they will be reimbursed at the Corporation Policy (Guideline 552A-4) Unassigned Car rate, or Carpool rate where applicable, per kilometre on the most direct road route between the locations involved.
- H1.4 When employees are temporarily assigned to a work location which is 25 or more road kilometres from their normal headquarters zone assembly point on the most direct road route between locations, the appropriate provisions of Articles H1.5 to H1.10 will apply. The provisions of these Articles do not apply for travel which is solely within the Winnipeg headquarters zone boundary.
- H1.5 At the time of the assignment to a work location which is 60 or more road kilometres from the employees' normal headquarters zone assembly point, subject to Articles H1.7.2 and H1.8.3, the employees must declare their intentions (accommodations provided, commute or provide own accommodations), which will normally remain in effect for the duration of the assignment. The Corporation reserves the right to determine the type of accommodations to be supplied.
- H1.6 If the work location is 60 or more road kilometres from the employees' normal headquarters zone assembly point, the employees will be entitled to accommodations at the work location for each calendar day they remain at the location. In addition, the employees will be provided with meals (breakfast, lunch and supper) or the per diem meal rate referred to in Article H1.2 for each calendar day they remain at the location.

- H1.6.1 If employees check out of public accommodations during the regular work week to return to their principal residence and the Corporation saves the cost of the accommodations, provided they return to the work location during the same work week, in addition to the lunch meal rate, if Corporation transportation is not available, the vehicle operator will receive reimbursement for the distance travelled, at the Corporation Policy (Guideline 552A-4) Weekend Transportation and Daily Commuting rate, or Carpool rate where applicable, per kilometre on the most direct road route between the work location and their principal residence and return, (not to exceed 250 kilometres round trip).
- H1.6.2 If employees leave the work location on weekends and Corporation transportation is not available, the vehicle operator will receive reimbursement for the distance travelled at the Corporation Policy (Guideline 552A-4) Weekend Transportation and Daily Commuting rate, or Carpool rate where applicable, per kilometre on the most direct road route between the work location and their actual destination and return, (not to exceed the distance to their principal residence). Meals or the per diem meal rate will not apply.
- H1.6.2.1 If employees' principal residence is outside the boundaries of their headquarters zone location and more than 150 road kilometres from their normal headquarters zone assembly point, reimbursement for the distance travelled will not exceed the distance to their principal residence or headquarters zone location, whichever is the lesser amount.
- H1.6.2.2 Employees must make the trip and check out of public accommodations to be eligible for reimbursement.
- H1.6.3 The provisions of Articles H1.6.2 and H1.6.2.1 will not apply under the following conditions:
1. The employee has a headquarters zone south of the 53rd Parallel and is temporarily assigned to an isolated or remote work location as defined in Article J2.1.2 and the employee is eligible for northern leaves in accordance with Article J3.2.
  2. The employee has a headquarters zone at an isolated or remote work location as defined in Article J2.1.2 and is temporarily assigned to a work location south of the 53rd

Parallel and the employee is eligible for northern leaves in accordance with Article J3.2.

3. The employee has a headquarters zone at an isolated location as defined in Article J2.1.2 or a headquarters zone north of the 53rd Parallel and is temporarily assigned to an isolated work location as defined in Article J2.1.2 and the employee is eligible for northern leaves in accordance with Article J3.2.

H1.6.4 An employee with a headquarters zone south of the 53rd Parallel who is temporarily assigned to work at a non-isolated or non-remote location as defined in Article J2.1.2 or an employee with a headquarters zone at a non-isolated, non-remote or remote location who is assigned temporarily to work at a location north or south of the 53rd Parallel will not be eligible for northern leaves in accordance with Article J3.1, or reimbursement in accordance with Article J3.4.1, if the employee receives weekend transportation reimbursement in accordance with Articles H1.6.2. or H1.6.2.1 at least once during a northern leave eligibility work period as defined in Article J3.1.

H1.6.5 In special cases where the employee is unable to commute, the provisions of Articles H1.6, H1.6.1 and H1.6.2 will apply.

H1.7 Where employees commute daily to and from work, they will be provided with a lunch meal or the lunch rate referred to in Article H1.2 and the vehicle operator will receive reimbursement for the distance travelled on a work day basis, to a maximum of 250 road kilometres round trip, if Corporation transportation is not available, at the Corporation Policy (Guideline 552A-4) Weekend Transportation and Daily Commuting rate, or Carpool rate where applicable, per kilometre on the most direct road route between the work location and their principal residence and return.

H1.7.1 The lunch rate only will apply if the work location is the location of the employees' principal residence (different than their headquarters zone location) and the work location is 25 or more road kilometres but less than 60 road kilometres from the employees' normal headquarters zone assembly zone point.

H1.7.2 In the event that Corporate room and board facilities are available, this provision may apply at the discretion of the Corporation.

H1.7.3 When employees report at the scheduled starting time to the normal assembly point within their headquarters zone and travel to a work site 25 or more road kilometres from their normal assembly point

within their headquarters zone and return to their normal assembly point at the close of work, they will be eligible for a lunch allowance.

- H1.8 If the work location is 60 or more road kilometres from the employees' normal headquarters zone assembly point and they elect to provide their own temporary accommodations while assigned to the work location, they will receive an allowance equivalent to the per diem room and meal rates referred to in Article H1.2 on a calendar day basis.
- H1.8.1 The temporary accommodations must be at a location other than the employees' headquarters zone or principal residence and must be at the work location or within 60 road kilometres of the work location.
- H1.8.2 If employees' principal residence and their headquarters zone are different and they are temporarily assigned to work at the location of their principal residence, the per diem meal rate will apply on a calendar day basis.
- H1.8.3 In the event that Corporate room and board facilities are available, the provisions of Articles H1.8, H1.8.1 and H1.8.2 may apply at the discretion of the Corporation.
- H1.9 When employees are on sick leave during a working day while on temporary assignment, they shall normally be eligible for the provisions of Articles H1.6 and H1.8 for a maximum period of 2 working days provided they remain at the work location. Employees leaving the work location due to illness and return to work during the same work week will be eligible for reimbursement for the distance travelled in accordance with Article H1.7 providing the Corporation saves the cost of accommodations.
- H1.10 North of the 53rd Parallel and/or in the isolated areas, meals will be provided by the Corporation or reimbursed for on a reasonable cost basis if the rates detailed in Article H1.2 are not adequate. Receipts will be provided to support claims of additional costs if requested.
- H1.11 When inclement weather occurs during the working period and the employee is available for work at the temporary work location, the appropriate rates will apply as though the inclement weather day was a working day.
- H1.12 An employee who is assigned to Project Conditions at time of hire shall be provided with transportation between the place where the employee was hired in Manitoba and the work site.

- H1.12.1 Employees working on Project Conditions, who have successfully completed their tenures of employment, will be eligible for moving and transportation allowance in accordance with Corporation Policy.
- H1.12.1.1 Where employees continue to work beyond their initial tenure and have not requested and been granted an additional written tenure of employment, they shall be eligible for moving and transportation allowance in accordance with Corporation Policy, where they resign or are laid off.
- H1.13 Employees laid off while performing work outside their headquarters zone shall be provided with return transportation to their headquarters zone or point of hire in Manitoba.
- H1.13.1 Employees recalled to work from layoff to a location outside their headquarters zone, shall be provided with transportation or reimbursement for the use of their own vehicle in accordance with Article H1.3, from their headquarters zone.
- H1.14 An employee who is discharged for cause shall be provided with transportation only to the nearest point of public transportation.
- H1.14.1 An employee who resigns, if ineligible for transportation under the terms of this agreement, shall be provided with transportation only to the nearest point of public transportation.
- H1.15 The Corporation shall provide accommodation and meals up to a maximum of 3 meals per day, except as provided in Articles D1.15 and D1.16, for an employee at a base site, including when an employee is on sick leave at the site or during periods when work is interrupted due to inclement weather and on Corporation Holidays.
- H1.15.1 Employees who absent themselves from work without prior authorization and who remain at the site will be deducted the equivalent of the per diem meal rate referred to in Article H1.2 for each day they are absent from work.
- H1.16 Employees provided with room and board in the camp on Project Conditions who desire meals in addition to those provided, will, if available, be charged the single meal rate equivalent to the lunch allowance referred to in Article H1.2 for each such meal.

- H1.17 While employees who are at a work site that is remote from the base where the employees are responsible for preparing their meals and for their own general welfare, they shall not be charged for meals and accommodation.
- H1.18 Employees shall at all times be responsible for their own laundry (other than bedding) towels, toiletries, etc.

## **ARTICLE 2 TRAVELLING TIME**

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- H2.1 All travelling time outside of normal working hours associated with work requirements or a headquarters zone transfer shall be paid at overtime rates, except as provided in Articles H2.2 and H2.3.
- H2.2 Public transportation schedules requiring travelling time outside of normal working hours, when travelling from one location to another, shall be paid at 1½ times the employee's basic rate of pay or the employee may be granted equivalent time off. Travel time will include a maximum of 90 minutes prior to the departure time including time spent in the departure terminal and a maximum of ½ hour on arrival at the destination including time spent in the terminal. It will be the responsibility of the employee to confirm the departure schedule prior to leaving for the departure terminal.
- H2.3 When public transportation is available during regular working hours and/or during the regular work week, employees will not normally be required to travel on their day(s) of rest. If employees are directed to travel on their day(s) of rest, travel time will be at 1 ½ times their basic rate of pay.
- H2.4 Employees laid off while performing work outside their headquarters zone shall receive travelling time back to their headquarters zone or point of hire in Manitoba at straight time rates of pay.
- H2.5 Travelling time associated with an emergency call-out shall be considered as time worked at the applicable overtime rate. If employees reside outside of their headquarters zone boundary and are responding to a call within their headquarters zone, travelling time will not apply for the distance traveled outside of the headquarters zone boundary or established travel zone.
- H2.6 Employees in receipt of Northern Allowance will receive a maximum of 1 day leave at their basic rate of pay as travel time to be taken in conjunction with each northern transportation trip for which they are eligible in accordance with Article J2.1. The spouse of an employee who is employed by the Corporation and who is not in receipt of Northern Allowance will also be eligible for the 1 day leave with pay in conjunction with each northern transportation trip.



- H2.7 Employees not in receipt of Northern Allowance, but who are eligible for northern leave in accordance with Articles J3.1, J3.2, J3.3.1 and J32.3.2, will receive a maximum of 2 days leave at their basic rate of pay in each vacation year as travel time to be taken in conjunction with northern leave.
- H2.8 Staff status, Regular status, and Part-time status employees in a work area north of the 53rd Parallel will receive once each vacation year, 1 normal work day prior to and 1 day following their annual vacation, as travel time at their basic rate of pay to compensate for the northern location.
- H2.9 Where there is no medical doctor or dentist at a work location north of the 53rd Parallel or where an employee at a work location north of the 53rd Parallel is referred by the local doctor or dentist to a specialist at another location, an employee working at that location may be granted a maximum of 2 days leave at basic rate of pay during each vacation year, as travel time in conjunction with paid sick leave for medical or dental appointments. It is understood that sick leave credits would have to be utilized for the actual appointment(s). The exception would be that an employee who has sick leave credits may elect to use vacation or banked overtime credits rather than sick leave credits for the appointment(s). The trip and associated travel time must be for the sole purpose of a medical or dental appointment.

## **ARTICLE 3 HEADQUARTERS ZONES**

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### **Headquarters Zones and Assembly Points**

- H3.1 All employees shall have a headquarters zone and the Corporation shall ensure that all employees are informed and are fully aware of the boundaries of their headquarters zone.
- H3.2 Headquarters zones shall be recognized as:
- H3.2.1 In the case of Winnipeg, the area comprising a 5 kilometre radius distance beyond the Perimeter Highway.
  - H3.2.2 In the case of Brandon, the area comprising the operating district of Brandon and the associated Corporation properties, including Brandon Generating Station.
  - H3.2.3 In the case of Selkirk, the area comprising the operating district of Selkirk and associated Corporation properties, including Selkirk Generating Station.

- H3.2.4 In the case of Great Falls, the area comprising the Corporation properties of Great Falls, Pine Falls, and McArthur Falls Generating Stations.
- H3.2.5 In the case of Seven Sisters, the area comprising the operating district of Seven Sisters and associated Corporation properties, including Seven Sisters Generating Station.
- H3.2.6 In the case of Grand Rapids, the area comprising the operating district of Grand Rapids, the Grand Rapids Generating Station and associated Corporation properties and facilities.
- H3.2.7 In the case of Gillam, the area comprising the operating district of Gillam, the Kettle and Long Spruce Generating Stations, the Radisson Converter Station and the associated Corporation properties and facilities.
- H3.2.8 In the case of Jenpeg for operating purposes, an area comprising a 24 kilometre (15 mile) radius of the Jenpeg Generating Station.
- H3.2.9 Employees associated with the operation and maintenance of the Churchill River Diversion will be assigned a Thompson headquarters zone.
- H3.2.10 In the case of Sundance, an area comprising the Corporation properties of the Limestone and Conawapa Generating Stations, the Henday Converter Station and associated Corporation properties and facilities.
- H3.2.11 In the case of Dorsey Converter Station, the area comprising the station, and associated Corporation buildings and property.
- H3.2.12 In the case of Point Du Bois, the area comprising the Corporation properties of Point Du Bois and Slave Falls Generating Stations.
- H3.2.13 In the case of all other operating districts, the area comprising the operating district boundaries and the associated Corporation properties.
- H3.2.14 When an employee's headquarters zone becomes redundant as a result of organizational change, that location will continue to be recognized as his/her headquarters zone for a period up to 6 months or until the employee, by his/her own choice, relocates within the

newly defined headquarters zone, whichever is the earlier. Relocation allowances will apply.

H3.3 An employee's headquarters zone will be established as follows:

H3.3.1 In the case of a temporary or probationary employee by assignment at the time of hiring.

H3.3.2 In the case of an employee when selected or appointed to a vacant position.

H3.3.3 Trainees in a rotating training program shall have their headquarters zone assigned at time of hire or transfer into a rotational training program as follows:

- Transmission & Distribution Power Electrician Trainees - headquarters zone of the electrical work centre closest to their principal residence where they might conceivably be assigned to work during their training period.
- Generation South and HVDC (Dorsey) - Power Electrician and Mechanical Trainees - headquarters zone location of the generating or converter station closest to their principal residence where they might conceivably be assigned to work during their training period. In the case of an employee whose principal residence is Winnipeg, they may be assigned either a Dorsey or a Selkirk headquarters zone.
- Generation North and HVDC (Radisson/Henday) - Power Electrician and Mechanical Trainees - either a Gillam or Thompson headquarters zone.
- Powerline Trainees - headquarters zone will be one of the following Operating Districts which is closest to their principal residence where they might conceivably be assigned to work during their training period.

Altona	God's Lake Narrows	Somerset
Arborg	Grandview	Souris
Ashern	Island Lake	St. Pierre
Beausejour	Lundar	Ste. Rose
Boissevain	Killarney	Steinbach
Brandon	Lac du Bonnet	Stonewall
Churchill	Minnedosa	Swan River
Carman	Morden	The Pas
Cross Lake	Neepawa	Thompson
Dauphin	Norway House	Virden
Erickson	Portage La Prairie	Winnipeg
Fisher Branch	Powerview	
Flin Flon	Russell	
Gimli	Selkirk	
Gillam	Shoal Lake	

- H3.3.3.1 When employees are transferred to a rotating training program and their headquarters zone is changed in accordance with Article H3.3.3, the Corporation shall pay their relocation costs.
- H3.3.3.2 A rotating trainee's headquarters zone will not be changed while in the training program, unless requested by the trainee and approved by the Corporation.

- H3.4 The Corporation will not assign an employee a headquarters zone for a period of less than 6 months.
- H3.5 If employees are assigned a new headquarters zone or are temporarily transferred to another headquarters zone location for a period of at least 6 months, on less than 31 calendar days notice and as a result incur a proven financial loss through not being able to give sufficient notice to their landlord, the Corporation shall reimburse such employees a maximum amount equal to 1 month's rent.
- H3.6 All employees will be advised of their assigned assembly point within a headquarters zone to which they are expected to report for work at normal starting time on their own time and at their own expense.
- H3.7 An employee's assembly point within a headquarters zone may be temporarily reassigned as work conditions require, having full regard for the inconvenience placed on the employee due to a lack of public transportation. If public transportation is not available to the temporary assembly point, then the Corporation will provide conveyance from public transportation to the temporary assembly point.
- H3.7.1 Employees working on Regular Conditions may have their assembly point reassigned upon 5 days notice for periods of 5 days or longer. In the event the reassignment is for 4 days or less, the employee will receive \$2.50 for each working day they report to the new assembly point (up to a maximum of 4 days) as an inconvenience premium.
- In addition, where insufficient notice is given, they shall receive \$2.50 per day up to expiry of the 5 day notice requirement.

### **Base Site**

- H3.8 A Base Site shall be defined as a camp site established by the Corporation where meals and accommodation are provided for employees.

### **Work Site**

- H3.9 A Work Site shall be defined as a point outside a headquarters zone or base site at which work is being performed, but which may not have living accommodation in the immediate area.

## **ARTICLE 4      SPECIAL RATES**

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### Dorsey

H4.1      In recognition of the total lack of housing available within a reasonable distance of the Dorsey Converter Station, employees assigned a Dorsey headquarters zone will receive a special travel rate of \$5.50 for each day they are required and report for work. This travel rate will not apply when Corporation transportation is available.

### Riel Station

H4.2      Employees assigned to work at the Riel Converter Station will receive a special travel rate of \$5.50, for each day they are required and report for work. This travel rate will not apply when Corporation transportation is available.

### Gillam assigned to Henday or Limestone

H4.3      Per diem rates as outlined in H.1 will not apply to employees residing in Gillam who are assigned to work at Henday or Limestone, flat travels rates will apply as follows for each work day an employee is required to and reports for work at Henday or Limestone:

H4.3.1      Employee travels on own time and Corporation transportation is available – rate equivalent to to prevailing breakfast and lunch meal rates referred to in H1.2.

H4.3.2      Employee travels on own time and Corporation transportation is not available – rate equivalent to the prevailing per diem rate referred to in H1.2.

H4.3.3      Employee travels on Corporation time and Corporation transportation is available – rate equivalent to prevailing breakfast meal rate referred to in H1.2.

## **ARTICLE 5      BUSINESS MEETINGS OR TRAINING SESSIONS**

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H5      Employees directed to attend business meetings or training sessions within their HQZ and as a result are required to travel further than their principal residence to their normal assembly point, will be reimbursed for the incremental increase in mileage in accordance with corporate policy G522A-1.

H5.1 When a business meeting or training session is held at an offsite location within an employee's HQZ and it spans the lunch hour, lunch will be provided or lunch will be reimbursed up to the lunch per diem rate if receipts are supplied.

H.5.2 Employees attending training sessions at the Stonewall Training Centre will receive per diem and flat travel rates as follows:

H5.2.1 Employees with a HQZ greater than 60 km from the Training Centre who are staying in public accommodations in Winnipeg which are paid for by the Corporation will receive:

daily per diem meal rate + \$12.00 flat travel rate

H5.2.2 Employees with a HQZ greater than 60 km from the Training Centre, and supplying their own accommodations within 60 km of the Training Centre will receive:

daily per diem meal and room rates + \$12.00 flat travel rate

H5.2.3 Employees with a Winnipeg HQZ or a principal residence in the Winnipeg HQZ will receive:

the daily lunch per diem rate + \$12.00 flat travel rate

H5.2.4 The lunch meal rate referred to in H4.3.1, H4.3.2, H4.3.3, is not applicable if lunch is provided by the corporation.

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

## **ARTICLE 1      WORKFORCE ADJUSTMENT**

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### **Guiding Principles**

- I1.1      Manitoba Hydro will continuously adjust its operations in response to changes in business environment and customer expectations. The Workforce Adjustment Alternatives provisions contained in this Article will apply to staff impacted by business changes including organizational, technological, and staff rationalization, but not to workforce reductions resulting from changes in workload. The Layoff, Bumping and Recall provisions will apply to all workforce reductions including those resulting from lack of work.
- I1.1.1      Each situation will be assessed on its own merits and a customized approach will be adopted by selecting from among the available alternatives outlined in this Article.
- I1.2      The Corporation and the Union recognize that the Workforce Adjustment process will require the full cooperation of all parties, including consultation, flexibility, open communication and sensitivity by all.
- I1.3      The Guiding Principles for the Corporation and the bargaining units are:
- treat employees with dignity and respect;
  - expedite the placement of employees;
  - minimize the disruption and impact to all employees and the Corporation;
  - provide alternate employment opportunities to employees who are willing to accept reasonable changes; and
  - provide alternative solutions to affected employees.
- I1.4      It is recognized that the Corporation cannot guarantee the continuation of a specific position or job.
- I1.5      When determining the most appropriate alternative for individual employees (placement, retraining, voluntary separation, displacement, bumping, termination, etc.), the following factors will be considered:
- the employee's service with the Corporation;
  - the availability of suitable alternate employment within the Corporation;
  - the skills, knowledge, abilities and qualifications of the employee;



- the desires and aspirations of the employee;
  - the employee's current working conditions, location and career path;
  - the employee's retraining potential and the availability of work;
  - the employee's personal circumstances (for example: schooling of children, working spouse, family medical/health considerations, housing, etc.);
  - employee retirement eligibility and plans;
  - outside business/employment opportunities.
- I1.6 Every effort will be made to find alternative work for employees whose positions have been declared redundant.
- I1.7 Where 25 or more jobs are affected, a joint Workforce Adjustment Committee will also be established and will meet on an as required basis to assist with the placement of affected employees in their jurisdiction.
- I1.8 To reduce the impact on employees and to provide possible opportunities for employees through attrition, the Corporation will:
- I1.8.1 ensure that all possible placement opportunities are identified for the placement of employees. Each vacancy will be reviewed to determine if it presents a potential placement or retraining opportunity for an employee in a redundant position;
  - I1.8.2 consider employees for temporary employment opportunities prior to hiring external candidates;
  - I1.8.3 consider job sharing, job shaping and other flexible work arrangements for interested employees.

## **Process**

- I1.9 DECLARING POSITIONS REDUNDANT
- I1.9.1 Positions in the IBEW bargaining unit will be declared redundant based upon the terms of the collective agreement.
  - I1.9.2 Where a work unit is being relocated, employees who have legitimate reasons acceptable to the Corporation for not being able to relocate will have the option to be treated as if their position has become redundant.

## 11.10 NOTICE

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

## **Workforce Adjustment Alternatives**

### 11.11 PLACEMENT IN A VACANT POSITION

- 11.11.1 Every effort will be made to secure employees with employment at the same or equivalent classification level and within their current headquarters zone location. However, it is understood that employees may have to consider other available employment opportunities in order to secure ongoing employment. Bargaining unit concurrence will be required to waive the posting of vacant complement positions.
- 11.11.2 Employees who are transferred through restructuring will be given preferential placement treatment if a position at the same classification level becomes available in another Business Unit or the Corporate Unit. This treatment will apply for 3 years after the initial transfer.

### 11.12 RETRAINING

- 11.12.1 Retraining may include on-the-job training, academic, or other training of generally less than one year's duration, intended to enable employees to qualify for known or anticipated vacancies. Each situation will be reviewed by the Corporation on an individual basis.
- 11.12.2 The Retraining Development Plan may include use of existing training opportunities such as apprenticeship training, in-house training, course rebate program, external courses and seminars. A separate Workforce Adjustment Retraining fund of \$3000 per employee for external training expenses may be available to meet Retraining objectives.
- 11.12.3 This program will be applied on a case specific basis subject to the approval of line management and will be available only to Manitoba Hydro full-time status employees (excluding term employees) who meet the following eligibility requirements:

- the employee's position is declared redundant;

- the employee is displaced or bumped from their job by a redundant employee;
- the employee has demonstrated retraining potential for the job under consideration; and
- the employee is interested in pursuing the retraining opportunity.

## 11.13 SEPARATION PLANS

### 11.13.1 Early Retirement Incentive Programs

- 11.13.1.1 Employees may be eligible for Early Retirement Incentive Programs, which the Corporation may, at its discretion, make available from time to time.

### 11.13.2 Voluntary Separation Plan

- 11.13.2.1 Employees may be eligible for the Voluntary Separation Plan (3 weeks of pay for each complete year of service with the Corporation up to a maximum of 52 weeks of separation payment) if they *are not* eligible for *an* Early Retirement Incentive Program and they:

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

**NOTE:** *Employees who are eligible for an Early Retirement Incentive Program and who elect not to participate and who subsequently meet the above conditions will be reviewed on a case by case basis as to their eligibility for the Separation Plans. Under no circumstances will an employee be eligible for both an Early Retirement Incentive Program and the Voluntary Separation Plan.*

- 11.13.2.2 Employees who have been approved for the Voluntary Separation Plan may also be eligible for 50% of their wage costs saved by the Corporation if employees resign prior to their redundancy date and their function can be discontinued on their resignation date and no additional costs are incurred by the Corporation.
- 11.13.2.3 Unless otherwise approved by the Corporation, an employee must work up to their redundancy date to be eligible for the voluntary separation plan.
- 11.13.2.4 With Corporate approval, employees may also be eligible to use vacation credits, sick leave vesting credits, severance credits, long service recognition credits, overtime credits or banked vacation credits as leave with pay beyond their redundancy date.
- 11.13.2.5 The approval authorities for the Voluntary Separation Plan are the President and Chief Executive Officer for the Corporate Unit and the Vice-Presidents for the Business Units.
- 11.13.2.6 Separation payment is intended to be compensation for loss of office and represents compensation for both lost wages and lost benefits. Such payment will be based on Corporate service and the employee's basic earnings on the last day of work.
- 11.13.2.7 A completed general Release must be signed by the employee prior to release of any separation payment.

#### 11.14 OTHER BUSINESS / EMPLOYMENT OPPORTUNITIES

- 11.14.1 Following the Corporation's review and assessment and consultation with the bargaining unit as required by the collective agreement, a decision is reached by the Corporation to contract out work, the Corporation may consider the following:
  - assist affected employees to establish their own business by means of business counselling and the provision of available tools at low cost, equipment and inventory, minimum time guarantees; and/or
  - ensure employees are given first consideration for available work with the contractor.

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

#### 11.15 OUT-PLACEMENT COUNSELLING

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

#### 11.16 SALARY TREATMENT

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

#### 11.17 DISPLACEMENT AND BUMPING

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

### **Placement**

#### 11.18 BUSINESS UNIT RESPONSIBILITY

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

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

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

#### 11.19 WORKFORCE ADJUSTMENT COMMITTEE RESPONSIBILITY

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

11.19.2 Membership will be as follows:

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

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

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

#### 11.20 EMPLOYEE RESPONSIBILITY

11.20.1 Employees affected by workforce adjustment are responsible for:

- actively seeking alternate employment opportunities;
- seeking information about their entitlements and obligations;

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

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

## 11.21 CORPORATE PLACEMENT OFFICER RESPONSIBILITY

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

## **Retraining**

11.22 Where possible and feasible, eligible employees will be given the opportunity to undertake a planned retraining program for targeted vacancies to secure ongoing employment. Responsibility for retraining opportunities rests with line management to identify both redundancies and eligible employees. Responsibility is shared with the employee in the identification of a development plan and responsibility rests solely with the employee to fulfill the commitment of the development plan.

## 11.23 RESPONSIBILITIES

11.23.1 Business Unit Management is responsible for the following:

- development of a business plan for a functional area which will include the forecast of human resource requirements now and in the future;
- making every reasonable effort to retrain employees for existing vacancies or anticipated vacancies. Every attempt should be made to place affected employees in vacancies within the Business Unit;
- assessing each situation using a business case perspective and evaluating each employee's suitability as defined in scope of this program;

- planning, in concert with affected employees, a short-term developmental plan to equip employees with the minimum necessary skills/knowledge requirements for identified alternate positions;

11.23.2 Employees are responsible for the following:

- planning, jointly with line management, a short-term developmental plan focusing on necessary skills/knowledge requirements for identified positions;
- utilization of personal time outside of normal work hours for the successful completion of identified development plan;
- meeting the requirements of the development plan as identified;
- ongoing developmental planning jointly with line management to continue to build and maintain competence in new position.

11.23.3 Human Resources is responsible for the following:

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



## 11.24 RELOCATION

- 11.24.1 Employees unable to fulfill all the requirements of the job during the retraining period may be relocated to the new position immediately to carry on partial duties which they are qualified to perform, or may stay in their current position until the training plan has been completed and employee is fully competent to assume new duties.
- 11.24.2 Employees required to relocate will have a choice of any alternative locations available.
- 11.24.3 In situations where an employee is required by the Corporation to relocate to a different geographic location, normal corporate benefits apply.

## **Layoff, Bumping and Recall**

### 11.25 DEFINITIONS

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

- a) Alternative employment: A temporary or permanent job other than the employee's present job.
- b) Displacement: The practice of placing an employee into a job occupied by the junior employee in the same classification.
- c) Bumping: The practice of placing of an employee into a job occupied by the junior employee in a different classification in the same or lower pay grade.
- d) Recall: Called back to work from a layoff.

### 11.26 GENERAL PRINCIPLES

- 11.26.1 The following principles and conditions will form the basis for treatment of status employees affected by a reduction in work force, including employees affected by business changes or lack of work:
- 11.26.1.1 Layoffs will be in reverse order of seniority (the "last on - first off" principle), on the basis of service seniority date within the classification affected.
- 11.26.1.2 Non-Staff employees within the affected classification will be laid off prior to Staff status employees, and Staff

status employees will be recalled before non-Staff status employees.

- 11.26.1.3 To be eligible for alternative employment under displacement or bumping provisions, an employee must be qualified and have the ability to perform the duties of the alternative job.
- 11.26.1.4 To qualify for displacement or bumping rights, an employee must be facing a layoff of more than 10 consecutive working days.
- 11.26.1.5 Alternative employment, for the purpose of placement, transfer or recall of employees, must be of at least 10 consecutive working days duration.
- 11.26.1.6 Employees have the right to refuse alternative employment in differing work conditions (Regular versus Project conditions) without losing their right to employment in their own work conditions.
- 11.26.1.7 Employees who refuse alternative employment in their work conditions will not be eligible to displace or bump in differing work conditions.
- 11.26.1.8 Employees who are provided with alternative employment in their basic classification under the terms of this Article will be exempt from the provisions of Article E1.2, if, within one year, they apply for a position which would result in a lateral transfer.

## 11.27 LAYOFF AND DISPLACEMENT

- 11.27.1 Status employees shall be given 2 weeks notice of layoff (except in the case of a bumped employee). Pre-status employees shall be given as much notice as is practicable but not less than 2 working days notice of layoff.
- 11.27.2 Employees due to be laid off will have the right to displace the most junior employee in the same classification, subject to the following:
  - 11.27.2.1 Staff status employees can only be displaced or bumped by Staff status employees with more seniority.

- 11.27.2.2 Regular status employees can only be displaced or bumped by Regular or Staff Status employees with more seniority.
  - 11.27.2.3 Part-time status employees can only be displaced or bumped by Part-Time, Regular or Staff Status employees with more seniority.
  - 11.27.2.4 Casual and Student status employees cannot displace or bump other employees, and can only be displaced or bumped by Staff, Regular or Part-Time status employees with more seniority.
  - 11.27.2.5 Seasonal and Term status employees cannot displace or bump other employees, and cannot be displaced or bumped by other employees, except as in Article 11.27.3 and 11.28.4.
- 11.27.3 A Term or Seasonal Status employee due to be laid off will be offered the following options, limited to positions of the same status, on the job or project at the employee's current work location:
- NOTE:** *The provisions in this article will not extend beyond an employee's termination or end date.*
- 11.27.3.1 Employees will first be offered work in their basic classification.
  - 11.27.3.2 If no work is available in their basic classification, employees would have the choice of accepting the layoff or exercising their right to bump in accordance with Article 11.28.4.
- 11.27.4 Regular or Part-Time Status employees due to be laid off will be offered the following options:
- 11.27.4.1 Employees will first be offered work in their basic classification and work conditions.
  - 11.27.4.2 If no work is available in their work conditions, employees would then be offered work in their basic classification in differing work conditions.
  - 11.27.4.3 If no work is available in their basic classification, employees would have the choice of accepting the layoff

or exercising their right to bump in accordance with Article I1.28.

11.27.4.4 Regular or Part-Time Status employees who are displaced will be offered work in their basic classification and differing work conditions if work is available, prior to exercising their bumping rights.

11.27.5 Staff Status employees due to be laid off will be offered the following options:

11.27.5.1 Employees will first be offered work in their basic classification within 60 km of their headquarters zone.

11.27.5.2 If no work is available within 60 km of their headquarters zone, employees would then choose one of the following options:

a) Alternative work in their basic classification on a corporate-wide basis

OR

b) Exercise their right to bump in accordance with Article I1.28.

OR

c) Accept layoff subject to recall.

11.27.5.3 A Staff Status employee who is displaced will have the same options as outlined in Article I1.27.5.2.

11.27.6 Employees who are required to transfer to another location in order to maintain employment within their classification shall receive travel time and transportation costs at Corporation expense.

## 11.28 BUMPING

11.28.1 Employees who, as a result of lack of seniority, fail to retain a claim to employment within their classification, shall have the right to alternative employment in a different classification in the same or lower pay grade, subject to the terms of Article I1.27.2.

- 11.28.2 The Corporation will determine who is to be bumped and the work location in accordance with the principle that the employee with the least IBEW service seniority in the classification will be the first employee to be bumped. If a pre-status employee is bumped, the principle of "last on - first off" need not apply.
- 11.28.3 Employees wishing to exercise their bumping rights shall contact their immediate supervisor and indicate, in writing, the classification of work being claimed.
  - 11.28.3.1 Employees must give enough notice of their intent to bump to allow the Corporation to give the employee to be bumped a minimum of 3 working days notice.
  - 11.28.3.2 Employees who do not exercise their right to bump (includes employees who reject an offer to bump) prior to completion of their last day of work before layoff will be laid off subject to recall.
    - 11.28.3.2.1 Employees will not be eligible to exercise any further bumping rights during the established layoff, or in the case of an indefinite layoff, for a period of 30 calendar days.
- 11.28.4 Term or Seasonal status employees who exercise their right to bump will be offered work in a different classification, limited to positions of the same status, on the job or project at the employee's current work location.
- 11.28.5 Regular or Part-time status employees who exercise their right to bump will be offered the following options:
  - 11.28.5.1 Employees will first be offered work in a different classification within their own work conditions.
  - 11.28.5.2 If no work is available within their own work conditions, employees will then be offered work in a different classification within differing work conditions.
  - 11.28.5.3 If no alternative work is available, or if an employee refuses the alternative work, the employee will be placed on layoff subject to recall in his/her basic classification or a higher classification than the job rejected.

- 11.28.6 Staff status employees who exercise their right to bump will be offered work in a different classification within 60 km of their headquarters zone.
- 11.28.7 Employees exercising their right to bump shall bear the full cost of relocating. Room and board costs will be at no additional expense to the Corporation beyond the initial 14 calendar day period.
- 11.28.8 Employees who have exercised bumping privileges will be subject to recall and transfer back to their basic classification and work conditions at the Corporation's expense when work becomes available.
- 11.28.9 Bumped employees will be given as much notice as possible of layoff, but not less than 3 working days notice.

## 11.29 RECALL

- 11.29.1 Recall shall be in order of service seniority date within the classification affected, subject to Article 11.26.1.2:

- 11.29.1.1 When a non-Staff position vacancy occurs, recall will be on the basis of seniority regardless of the employee's status. The exception will be for Term or Seasonal vacancies, where Term or Seasonal employees on layoff will be recalled to their former job and/or work location only, before other status employees. Recall rights for Term or Seasonal employees will not extend past the end of their term of employment.

- 11.29.1.1.1 Staff status employees who are placed, transferred, bumped or are recalled into a non-Staff position will retain Staff status for a period of 5 years, except in the case of employees transferred into a formal training program, in which case they will convert to Regular status.

- 11.29.1.1.2 In the case of employees who have transferred into a formal training program and are unable to complete the program, the employees' status and placement will be considered on an individual basis in consultation with the union.

- 11.29.1.2 Staff status employees who have bumped, or are in a laid off position will be eligible, for a period of 5 years, to be appointed to a subsequent vacant Staff position in their basic classification in their headquarters zone without the requirement to post the position.
- 11.29.1.3 An employee shall be deemed to have been recalled if notice has been sent to the address given to the Corporation by the employee at time of layoff. Notice will be given at least 7 days before the employee is required to report.
- 11.29.1.4 An employee may refuse a recall or work assignment in a work area different than his/her normal work area only if it would result in a more junior employee being laid off or remaining off work.
- 11.29.1.5 Employees who elect to refuse a temporary work assignment or a recall in differing work conditions or a different work area shall retain recall and seniority rights in their basic classification and within their work conditions category and normal work area.
  - 11.29.1.5.1 Employees accepting a recall in their basic classification into different work conditions or work area will be transferred back to their own work conditions or normal work area when work becomes available in their basic classification.
- 11.29.1.6 Upon recall, employees who elect to refuse work in a lower classification will retain recall and seniority rights in their basic classification within their work condition category and normal work area.
  - 11.29.1.6.1 Employees accepting recall in a lower classification to different work conditions or work area will be transferred back to their own work conditions or normal work area when work becomes available there in their basic classification.
- 11.29.1.7 Employees who exercise their right to refuse a transfer or recall to a lower classification or to different work conditions or work area are expected to give a minimum

of 3 working days notice of intent prior to the reporting date, otherwise, they will be considered to have accepted the assignment.

11.29.1.7.1 Employees who are unable to report for work due to extenuating circumstances after having accepted a work assignment must advise the appropriate supervisor prior to the recall to work date.

11.29.1.8 In an emergency, the Corporation shall not be restricted respecting the manner in which employees are recalled to work, provided such employment is only for the period of emergency.



## Section J – Northern Benefits

### ARTICLE 1 NORTHERN ALLOWANCE

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- J1.1 When an employee is assigned to a headquarters zone north of the 53rd Parallel and is not in receipt of living allowances or free room and board, the Corporation shall pay such employee in addition to his/her basic wage a biweekly or hourly equivalent Northern Allowance on straight time hours only. The Northern Allowance paid will be that amount allocated to the headquarters zone to which the employee is assigned.
- J1.1.1 Dependents Northern Allowance will be paid to an employee who is supporting a spouse and/or dependents and who maintains a home north of the 53rd Parallel, and the dependent(s) of the employee reside in the home. The Corporation may require a declaration by the employee attesting to the above.
- J1.1.2 An employee who is not qualified under Article J1.1.1 shall receive single Northern Allowance.
- J1.1.3 In the case of Generation North and HVDC (Radisson/ Henday) Operating Technician, Power Electrician and Mechanical (rotational) Trainees, the northern allowance paid will be based on the location of the employee's principal residence if the Trainee is not maintaining a residence within his/her assigned headquarters zone location (Gillam or Thompson).
- J1.2 All areas north of the 53rd Parallel and outside of a headquarters zone will be deemed to be flat rate zones.
- J1.3 Northern Allowance rates for each headquarters zone north of the 53rd Parallel and for flat rate zones referred to in Article J1.2 shall be reviewed in accordance with the established Northern Allowance Formula during the first week of January of each year. Any adjustment resulting from this review will be subject to approval of the Division Manager, Human Resources of the Corporation and will take effect the first day following the last pay period ending in March.
- J1.4 When both spouses are employed by the Corporation in the same headquarters zone, they will be eligible for Dependents Northern Allowance payable to 1 spouse only.

J1.5 If the employee is a student, the Northern Allowance will only be paid if the student is maintaining a residence independently.

## **ARTICLE 2      NORTHERN TRANSPORTATION**

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J2.1 An employee in receipt of Northern Allowance shall be eligible for northern transportation costs for the employee or the employee and his/her immediate family (dependent spouse and/or dependent children).

J2.1.1 An employee's spouse employed by another employer may be eligible for northern transportation trips provided he/she is not eligible for trips or a readily identifiable remuneration in lieu of from his/her employer. If the number of trips or remuneration provided by the Corporation exceeds what is provided by the spouse's employer, the employee's spouse will be eligible for the difference in number of trips or remuneration.

J2.1.2 To determine the frequency of northern transportation trips as provided in Articles J2.1.3 and J2.1.4 and of northern leaves as provided in Articles J3.1, J3.2.2 and J3.3 and the eligibility for northern service vacations as provided in Article F2.9.2, the following definitions will apply to locations north of the 53rd Parallel:

Isolated: Locations that are not accessible by an all-weather road.

Remote: Locations that are accessible by an all-weather road and with 100 or more post classification points as determined by the Northern Allowance Formula or 960 or more road kilometres (600 miles) to Winnipeg.

Non-isolated and Non-remote: Locations that do not meet the definitions of isolated or remote.

J2.1.3 A pre-status employee located at an isolated or remote location as defined in Article J2.1.2 will be eligible for 1 trip during his/her first vacation year following 3 months service at the location provided the assignment commences more than 3 months prior to the end of the vacation year and a second trip during his/her first vacation year upon completion of 6 months service at the location in that vacation year. The employee will remain eligible for the trip(s) until completion of that vacation year.

J2.1.3.1 A status employee transferred from a location south of the 53rd Parallel to an isolated or remote location as

defined in Article J2.1.2 will be eligible for 1 trip from the date of his/her assignment to the northern location and a second trip during his/her first vacation year upon completion of 6 months service at the location in that vacation year. The employee will remain eligible for the trip(s) until completion of the vacation year. An employee who terminates employment or transfers to a location south of the 53rd Parallel prior to completing 3 months of service at the northern location, will be required to reimburse the Corporation for the cost of the trip.

J2.1.3.2 An employee will be eligible for 2 trips per vacation year effective with the commencement of his/her first complete vacation year at the location. The employee will remain eligible for the trips until the completion of that vacation year. In subsequent vacation years, the employee will be eligible for 2 trips to be scheduled during the vacation year.

J2.1.3.3 An employee will be eligible for 3 trips per vacation year in the vacation year following 3 complete vacation years at the location. The employee will remain eligible for the trips until completion of that vacation year. In subsequent vacation years, the employee will be eligible for 3 trips to be scheduled during the vacation year.

J2.1.4 A pre-status employee located at a non-isolated or non-remote location as defined in Article J2.1.2 will be eligible for 1 trip during his/her first vacation year following 3 months service at the location provided the assignment commences more than 3 months prior to the end of the vacation year. The employee will remain eligible for the trip until the completion of that vacation year. In the subsequent vacation year, the employee will be eligible for 1 trip to be scheduled during the vacation year.

J2.1.4.1 A status employee transferred from a location south of the 53rd Parallel to a non-isolated or non-remote location as defined in Article J2.1.2 will be eligible for 1 trip from the date of his/her assignment to the northern location. The employee will remain eligible for the trip until completion of the vacation year. In the subsequent vacation year, the employee will be eligible for 1 trip to be scheduled during the vacation year. An employee who terminates employment or transfers to a location south of the 53rd Parallel prior to

completing 3 months of service at the northern location, will be required to reimburse the Corporation for the cost of the trip.

J2.1.4.2 An employee will be eligible for 2 trips per vacation year in the vacation year following 1 complete vacation year at the location. The employee will remain eligible for the trips until completion of that vacation year. In subsequent years, the employee will be eligible for 2 trips to be scheduled during the vacation year.

J2.1.5 An employee who is eligible for a northern transportation trip may elect the following options:

#### Corporate Paid Public Transportation

J2.1.5.1 When an employee requests that the Corporation arrange for public transportation or where this is not feasible and the employee arranges his/her own public transportation for a trip within Manitoba for the most economical rate available to accommodate the employee's transportation dates the Corporation will reimburse the carrier to an amount not exceeding the cost of economy air fare on a regularly scheduled flight to Winnipeg and return.

#### Own Transportation Arrangements or Personal Transportation other than charter air flights

J2.1.5.2 An employee who elects to make his/her own transportation arrangements other than for charter air flights or to use his/her own personal transportation will be reimbursed as follows for each eligible family member who actually made a trip to any destination:

- Employee - The Corporation Policy vehicle rate for northern transportation by the most direct highway route between the employee's work location to Winnipeg and return.
- Spouse - 50% of the employee rate.
- Each dependent child 2 years of age or over  
- 25% of the employee rate.

Payment shall not exceed the cost of economy air fare on a regularly scheduled flight to Winnipeg and return.

- J2.1.5.3 An employee who elects the provisions of Article J2.1.5.2 may apply at least two weeks prior to the first day of approved leave or approved departure date and receive, on his/her last regular day of work prior to departure, a 100% advance of the transportation costs for which he/she is eligible.

#### Charter Air Flights

- J2.1.5.4 An employee who elects to make his/her own transportation arrangements for a charter air flight within the Province of Manitoba will be reimbursed on presentation of the flight manifest as follows:

J2.1.5.4.1 To be eligible for reimbursement of charter air flight costs the carrier must be licensed and the point of departure or destination must not be accessible by an all-weather road and must not be serviced by public transportation.

J2.1.5.4.2 The cost of the charter air flight will be allocated equally among the persons involved in the charter, whether they be eligible for reimbursement from the Corporation or not. The amount per person shall not exceed the cost of economy fare on the regularly scheduled flight to Winnipeg and return. Each eligible family member travelling via the charter air flight will be charged with utilizing a trip.

J2.1.5.4.3 The amount reimbursed per person will be the greater of the amount calculated in Article J2.1.5.2 or the amount calculated in Article J2.1.5.4.2.

- J2.1.5.5 Payment for northern transportation trips in Articles J2.1.5.1, J2.1.5.2 and J2.1.5.3 will only be made to an employee and eligible dependents who actually make a trip(s). An employee who has had the

Corporation arrange for public transportation for himself/herself and/or his/her eligible dependents and does not make the trip will be required to return the public transportation ticket(s) to the Corporation. An employee who has received an advance and does not make the trip will be required to reimburse the Corporation.

J2.1.6 When an employee's spouse is employed by the Corporation in the same headquarters zone, and both are eligible for Northern Transportation Trips as indicated in J2.1, both will be eligible for reimbursement of northern transportation costs at the employee rate in accordance with J2.1.5.2.

J2.1.7 Northern transportation costs will be reimbursed where trips are taken collectively as a family unit or if taken separately and in accordance with Article J2.1.5.2.

#### Credit for Previous Northern Service

J2.1.8 Employees who:

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

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

#### J2.1.8.1 ISOLATED AND REMOTE LOCATIONS

- a) Less than one year of previous northern service:

No credit for previous northern service.

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

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

#### J2.1.8.2 NON-ISOLATED AND NON-REMOTE LOCATIONS

- a) Less than 1 year of previous northern service:

No credit for previous northern service.



- b) More than 1 year of previous northern service:
  - i) Assignment commences less than 3 months prior to the end of the current vacation year - 1 trip from the date of his/her assignment during the current vacation year and 2 trips during subsequent vacation years.
  - ii) Assignment commences more than 3 months prior to the end of the current vacation year - 1 trip from the date of his/her assignment and a further trip after 3 months at the northern location (up to a maximum of 2 trips) during the current vacation year and 2 trips during subsequent vacation years.

## **ARTICLE 3      NORTHERN LEAVE**

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### **Regular Conditions**

J3.1 An employee who is assigned to work at a non-isolated or non-remote location as defined in Article J2.1.2 and is not in receipt of Northern Allowance, shall be granted a minimum of 2 working days or up to a maximum of 1 work week leave without pay for the purpose of returning to the employee's residence or other point in Manitoba after the initial 55 calendar days at the location (subject to Article J3.1.3). Subsequent leaves shall be granted once every 45 calendar days during the assignment at the location. For the purpose of scheduling, this leave will be granted not more than 10 days prior to or following the completion of 55 or 45 days as applicable at the work site. Leave will be granted upon written request to the employee's supervisor. Reimbursement will be as defined in Article J3.4. Once the leave has been granted an employee may elect to use banked overtime or vacation credits in lieu of leave without pay for his/her northern leave.

J3.1.1 An employee with a headquarters zone at a non-isolated or non-remote location who is assigned to work south of the 53rd Parallel, will be eligible for Northern Leave as defined in Article J3.1 for the purpose of returning to the employee's headquarters zone or other point in Manitoba north of the 53rd Parallel.

- J3.1.2 An employee with a headquarters zone at a non-isolated or non-remote location who is assigned to work in another area as defined in Article J3.2, will be eligible for Northern Leave as defined in Article J3.2.
  - J3.1.3 Leave will be granted only if the employee's total northern assignment is expected to extend beyond 75 calendar days.
  - J3.1.4 An employee who takes leave following more than 55 or 45 calendar days, as applicable, at the work site, will accumulate all days in excess of 55 or 45 calendar days, to a maximum of 10 calendar days, as a credit toward his/her next leave.
- J3.2 An employee who is assigned to work at an isolated or remote location as defined in Article J2.1.2 or in the area east of Lake Winnipeg but north of the Wanipigow River, and is not in receipt of Northern Allowance, shall be granted a minimum of 2 working days or up to a maximum of 1 work week leave without pay for the purpose of returning to the employee's residence or other point in Manitoba after the initial 40 calendar days at the location (subject to Article J3.2.2). Subsequent leaves shall be granted once every 30 calendar days during the assignment at the location. For the purpose of scheduling, this leave will be granted not more than 5 days prior to or following the completion of 40 or 30 calendar days, as applicable, at the work site or sites. Leave will be granted upon written request to the employee's supervisor. Reimbursement will be as defined in Article J3.4. Once the leave has been granted an employee may elect to use banked overtime or vacation credits in lieu of leave without pay for his/her northern leave.
- J3.2.1 An employee with a headquarters zone at an isolated or remote location who is assigned to work in another area north of the 53rd Parallel, will be eligible for Northern Leave as defined in Article J3.2.
    - J3.2.1.1 An employee with a headquarters zone at an isolated or remote location who is assigned to work south of the 53rd Parallel, will be eligible for Northern leave as defined in Article J3.2 for the purpose of returning to the employee's headquarters zone or other point in Manitoba north of the 53rd Parallel.
  - J3.2.2 Leave will only be granted if the employee's total assignment is expected to extend beyond 60 calendar days.
    - J3.2.3 An employee who takes leave following more than 40 or 30 calendar days, as applicable, at the work site will accumulate all days in excess of 40 or 30 calendar days,

to a maximum of 5 days, as a credit toward his/her next leave.

## **Project Conditions**

J3.3 The following will apply for employees on Project conditions as defined in Article C6.3.

J3.3.1 An employee who is assigned to work at a non-isolated, non-remote or remote location as defined in Article J2.1.2 and is not in receipt of Northern Allowance, shall be granted a minimum of 2 working days or up to a maximum of 1 work week leave without pay for the purpose of returning to the employee's residence or other point in Manitoba once every 45 calendar days during the assignment at the location (subject to Article J3.3.1.3). For the purpose of scheduling, this leave will be granted not more than 10 days prior to or following the completion of 45 days at the work site. Leave will be granted upon written request to the employee's supervisor. Reimbursement will be as defined in Article J3.4. Once the leave has been granted an employee may elect to use banked overtime or vacation credits in lieu of leave without pay for his/her northern leave.

J3.3.1.1 An employee with a headquarters zone at a non-isolated, non-remote or remote location who is assigned to work south of the 53rd Parallel, will be eligible for Northern Leave as defined in Article J3.3.1 for the purpose of returning to the employee's headquarters zone or other point in Manitoba north of the 53rd Parallel.

J3.3.1.2 An Engineering Services Division employee who is temporarily assigned to work on Northern Projects is entitled to the provisions of J3.3.1 except that they are entitled to leave without pay once every 21 calendar days. For the purpose of scheduling, this leave will be granted not more than 10 days prior to or following the completion of 21 days at the work site.

J3.3.1.3 An employee with a headquarters zone at a non-isolated, non-remote or remote location who is assigned to work in another area as defined in Article J3.3.2, will be eligible for Northern Leave as defined in Article J3.3.2.

J3.3.1.4 Leave will be granted only if the employee's total northern assignment is expected to extend beyond calendar days.

J3.3.1.5 An employee who takes leave following more than 45 calendar days at the work site, will accumulate all days in excess of 45 calendar days, to a maximum of 10 calendar days, as a credit toward his/her next leave.

J3.3.2 An employee who is assigned to work at an isolated location as defined in Article J2.1.2 or in the area east of Lake Winnipeg but north of the Wanipigow River, and is not in receipt of Northern Allowance, shall be granted a minimum of 2 working days or up to a maximum of 1 work week leave without pay for the purpose of returning to the employee's residence or other point in Manitoba once every 30 calendar days during the assignment at the location (subject to Article J3.3.2.2).

For the purpose of scheduling, this leave will be granted not more than 5 calendar days prior to or following the completion of 30 calendar days at the work site or sites. Leave will be granted upon written request to the employee's supervisor. Reimbursement will be as defined in Article J3.4. Once the leave has been granted an employee may elect to use banked overtime or vacation credits in lieu of leave without pay for his/her northern leave.

J3.3.2.1 An employee with a headquarters zone at an isolated location who is assigned to work in another area north of the 53rd Parallel, will be eligible for Northern Leave as defined in Article J3.3.2.

J3.3.2.1.1 An employee with a headquarters zone at an isolated location who is assigned to work south of the 53rd Parallel, will be eligible for northern leave as defined in Article J3.3.2 for the purpose of returning to the employee's headquarters zone or other point in Manitoba north of the 53rd Parallel.

J3.3.2.2 Leave will only be granted if the employee's total assignment is expected to extend beyond 60 calendar days.

J3.3.2.3 An employee who takes leave following more than 30 calendar days at the work site will accumulate all days in excess of 30 calendar days, to a maximum of 5 days, as a credit toward his/her next leave.

J3.4 Payment of transportation costs for Northern Leaves defined in Articles J3.1, J3.2 and J3.3 shall not exceed an amount equal to economy air fare on a regularly scheduled flight from the point of public transportation to Winnipeg and return. Where employees use their own mode of transportation, reimbursement for the vehicle operator shall be calculated at the prevailing Corporation Policy rate for Weekend Transportation and Daily Commuting. The Corporation will provide transportation from the job site to a point of public transportation and return.

J3.4.1 Payment of transportation costs will only be made to the employee who actually takes the Northern Leave and is payable as follows:

#### Personal Transportation

- a) An employee, who uses a mode of transportation (i.e. personal vehicle) other than public transportation will receive, on his/her last regular day of work prior to the leave, an advance of fifty percent (50%) of the transportation costs for which he/she is eligible. An employee who has received the above advance and in fact does not take the leave will be required to reimburse the Corporation.
- b) The employee will be reimbursed the remaining fifty percent (50%) of the eligible transportation costs on his/her return from leave.

#### Public Transportation

- c) An employee who uses public transportation will have the full amount of his/her public transportation costs for which he/she is eligible, paid for by the Corporation prior to the leave. The Corporation will not make any cash payments to an employee for the advance payment of public transportation costs. Eligible employees are to make their own prior arrangements for public transportation and then arrange for payment by the Corporation.

J3.4.1.1 To be eligible for the advance payment of transportation costs as provided for in (a) and (c) above, an employee must request the advance payment a minimum of 2 weeks prior to the first day of approved leave.

J3.4.1.2 When an employee is late returning from an approved leave and is unable to provide an acceptable reason for such lateness, he/she will:

a) not be eligible for reimbursement of the remaining fifty percent (50%) of the transportation costs where personal transportation was used,

OR

b) be required to reimburse the Corporation for fifty percent (50%) of the advanced transportation payment if public transportation was used.

J3.4.2 An employee who is eligible for Northern Leave and who terminates his/her employment with the Corporation, will be eligible for the transportation costs outlined in Article J3.4.1 (a) or (c), provided he/she has given 2 weeks notice of his/her resignation in writing.

J3.5 When an employee is laid off at the Christmas shutdown and has not been on the work site a minimum of 60 calendar days, he/she shall be eligible for reimbursement of transportation costs as in Article J3.4 upon his/her return to the work site, in which event, Northern Leave or travel time will not apply.

## **ARTICLE 4      NORTHERN BENEFITS**

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J4.1

a) The Union and the Corporation agree to establish a joint “Northern Benefits Negotiations Committee” with the responsibility of reviewing the specific components of Northern benefits on a regular basis, but no later than at the half way point for the duration of the collective agreement, to enact necessary changes.

b) During the term of the collective agreement, but no later than January 1, 2014 (year 3 of the contract), the Corporation will implement the recommendation from the Northern Benefits Committee to change the Northern Transportation Trip rate from the Unassigned Vehicle Northern Car rate to the Unassigned Vehicle Northern Truck rate. The purpose of this is to help address

northern benefit, attraction and retention issues in the North.

- J4.2 The Committee will be comprised of six Management and six Union representatives, with at least one union representative from each of the affected bargaining units.
- J4.3 Reasonable cost neutral recommendations of the Committee will be implemented as soon as practicable. Recommendations requiring additional costs will be submitted to the Executive Committee for approval, and if approved, changes will be retroactive to the date of the recommendation.

**I.B.E.W. Salary Schedule**

Effective 2012 01 01

Hours of Work: 73.7 biweekly

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Job Classification	Class Code	Pay Grade	Pay Grade >	Minimum	Maximum		
			Pay Scale >	1	2	3	4
Administrative Representative I - Input +	10006553		Hourly	14.92			
	10006554		Biweekly	1,099.24			
			Annually	28,580.24			
Administrative Representative I (Clerk II **)	10006555	12	Hourly	15.66	21.85		
	10006556	12	Biweekly	1,154.20	1,610.47		
			Annually	30,009.20	41,872.22		
Administrative Representative II	10006559	13	Hourly	17.39	24.26		
	10006560	13	Biweekly	1,281.63	1,788.03		
			Annually	33,322.38	46,488.78		
Administrative Representative III	10006549	14	Hourly	20.57	26.93		
	10006550	14	Biweekly	1,515.84	1,984.99		
			Annually	39,411.84	51,609.74		
Administrative Representative IV (Clerk III (leadhand))	10006557	21	Hourly	22.41	29.88		
	10006558	21	Biweekly	1,651.69	2,202.52		
			Annually	42,943.94	57,265.52		
Administrative Representative V (Clerk Senior)	10006551	22	Hourly	24.43	33.18		
	10006552	22	Biweekly	1,800.64	2,445.19		
			Annually	46,816.64	63,574.94		
Assistant District Operator I	10006509	23 C	Hourly	30.49	34.34	38.16	
	10006510	23 C	Biweekly	2,247.21	2,531.07	2,812.37	
			Annually	58,427.46	65,807.82	73,121.62	
Assistant District Operator II	10006511	24 C	Hourly	29.05	41.60		
	10006512	24 C	Biweekly	2,140.72	3,065.78		
			Annually	55,658.72	79,710.28		
Assistant Shift Charge Engineer	10047569	24 B	Hourly	29.05	41.40		
	10047570	24 B	Biweekly	2,140.72	3,050.97		
			Annually	55,658.72	79,325.22		

APPENDIX A - SALARY SCHEDULE

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### I.B.E.W. Salary Schedule

Effective 2012 01 01

Hours of Work: 73.7 biweekly

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Job Classification	Class Code	Pay Grade	Pay Grade >	Minimum	Maximum		
			Pay Scale >	1	2	3	4
Assistant Station Operator (Hydraulic/Converter)	10006789	22	Hourly	29.12	33.18		
	10006790	22	Biweekly	2,146.31	2,445.19		
			Annually	55,804.06	63,574.94		
Assistant Station Operator (Thermal - 3rd Class Ticket)	10006579	22	Hourly	29.12	33.18		
	10006580	22	Biweekly	2,146.31	2,445.19		
			Annually	55,804.06	63,574.94		
Assistant Station Operator (Thermal - 2nd Class Ticket)++++	10006581	22	Hourly	30.58	34.84		
	10006582	22	Biweekly	2,253.63	2,567.45		
			Annually	58,594.38	66,753.70		
Auxiliary Plant Operator I (Thermal 4th Class Ticket) +	10006525		Hourly	21.34			
	10006526		Biweekly	1,573.04			
			Annually	40,899.04			
Auxiliary Plant Operator II (4th Class Ticket)	10006527	21	Hourly	22.41	29.88		
	10006528	21	Biweekly	1,651.69	2,202.52		
			Annually	42,943.94	57,265.52		
Auxiliary Plant Operator II (3rd Class Ticket) ++	10006529	21	Hourly	23.53	31.38		
	10006530	21	Biweekly	1,734.27	2,312.65		
			Annually	45,091.02	60,128.90		
Bucket Truck Operator (Power Line Journeyman)	10006531	23 C	Hourly				
	10006532	23 C	Biweekly				
			Annually				
				+	+		
			Hourly	30.49	34.34	38.16	
			Biweekly	2,247.21	2,531.07	2,812.37	
			Annually	58,427.46	65,807.82	73,121.62	

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### I.B.E.W. Salary Schedule

Effective 2012 01 01

Hours of Work: 73.7 biweekly

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Job Classification	Class Code	Pay Grade	Pay Grade >	Minimum	Maximum		
			Pay Scale >	1	2	3	4
Building Maintainer	10006533	13 B	Hourly	17.39	24.71		
	10006534	13 B	Biweekly	1,281.63	1,821.26		
			Annually	33,322.38	47,352.76		
Building Maintainer - Mechanical (non-certified)	10006817	14	Hourly	20.57	26.93		
	10006818	14	Biweekly	1,515.84	1,984.99		
			Annually	39,411.84	51,609.74		
Building Operator	10006535	14 B	Hourly	20.57	27.03		
	10006536	14 B	Biweekly	1,515.84	1,991.93		
			Annually	39,411.84	51,790.18		
Building Operator Senior	10006537	22	Hourly	24.43	33.18		
	10006538	22	Biweekly	1,800.64	2,445.19		
			Annually	46,816.64	63,574.94		
Caretaker	10006545	12	Hourly	15.66	21.85		
	10006546	12	Biweekly	1,154.20	1,610.47		
			Annually	30,009.20	41,872.22		
Carpenter Journeyman	10006827	21 D	Hourly	26.73	30.01		
	10006828	21 D	Biweekly	1,970.22	2,212.03		
			Annually	51,225.72	57,512.78		
Carpenter (non-certified)	10006819	14 D	Hourly	20.57	27.29		
	10006820	14 D	Biweekly	1,515.84	2,011.28		
			Annually	39,411.84	52,293.28		
Construction Inspector I +	10006561		Hourly	19.59			
	10006562		Biweekly	1,443.66			
			Annually	37,535.16			
Construction Inspector II	10006563	14	Hourly	20.57	26.93		
	10006564	14	Biweekly	1,515.84	1,984.99		
			Annually	39,411.84	51,609.74		
Construction Inspector III	10006565	21	Hourly	22.41	29.88		
	10006566	21	Biweekly	1,651.69	2,202.52		
			Annually	42,943.94	57,265.52		

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### I.B.E.W. Salary Schedule

Effective 2012 01 01

Hours of Work: 73.7 biweekly

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Job Classification	Class Code	Pay Grade	Pay Grade >	Minimum	Maximum		
				Pay Scale >	1	2	3
Construction Inspector IV	10006567	22	Hourly	24.43	33.18		
	10006568	22	Biweekly	1,800.64	2,445.19		
			Annually	46,816.64	63,574.94		
Construction Inspector Lead	10006569	23	Hourly	26.66	36.87		
	10006570	23	Biweekly	1,964.58	2,717.28		
			Annually	51,079.08	70,649.28		
Cook I	10036360	13	Hourly	17.39	24.26		
	10036361	13	Biweekly	1,281.63	1,788.03		
			Annually	33,322.38	46,488.78		
Cook II	10006583	14	Hourly	20.57	26.93		
	10006584	14	Biweekly	1,515.84	1,984.99		
			Annually	39,411.84	51,609.74		
Coordinator I	10006585	22	Hourly	24.43	33.18		
	10006586	22	Biweekly	1,800.64	2,445.19		
			Annually	46,816.64	63,574.94		
Coordinator II	10006587	23	Hourly	26.66	36.87		
	10006588	23	Biweekly	1,964.58	2,717.28		
			Annually	51,079.08	70,649.28		
Crane Operator	10122397	22	Hourly	24.43	33.18		
	10122398	22	Biweekly	1,800.64	2,445.19		
			Annually	46,816.64	63,574.94		

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### I.B.E.W. Salary Schedule

Effective 2012 01 01

Hours of Work: 73.7 biweekly

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Job Classification	Class Code	Pay Grade	Pay Grade >	Minimum	Maximum		
			Pay Scale >	1	2	3	4
Customer Metering Journeyman	10006591	23	Hourly	+	+		
	10006592	23	Biweekly	29.46	33.18	36.87	
			Annually	2,171.22	2,445.48	2,717.28	
Customer Metering Technician	10006593	23 C	Hourly	+	+		
	10006594	23 C	Biweekly	30.49	34.34	38.16	
			Annually	2,247.21	2,531.07	2,812.37	
Customer Metering Technician Senior	10006595	25	Hourly	58,427.46	65,807.82	73,121.62	
	10006596	25	Biweekly	31.67	43.83		
			Annually	2,333.72	3,230.43		
Customer Support Representative II	10006601	13	Hourly	60,676.72	83,991.18		
	10006602	13	Biweekly	17.39	24.26		
			Annually	1,281.63	1,788.03		
Diesel Journeyman	10006605	22	Hourly	33,322.38	46,488.78		
	10006606	22	Biweekly	24.43	33.18		
			Annually	1,800.64	2,445.19		
Diesel Technician I	10006607	23 B	Hourly	46,816.64	63,574.94		
	10006608	23 B	Biweekly	26.66	37.98		
			Annually	1,964.58	2,798.78		
Diesel Technician II	10006609	24	Hourly	51,079.08	72,768.28		
	10006610	24	Biweekly	29.05	40.19		
			Annually	2,140.72	2,962.11		
Diesel Technician Senior	10006611	25	Hourly	55,658.72	77,014.86		
	10006612	25	Biweekly	31.67	43.83		
			Annually	2,333.72	3,230.43		

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### I.B.E.W. Salary Schedule

Effective 2012 01 01

Hours of Work: 73.7 biweekly

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Job Classification	Class Code	Pay Grade	Pay Grade >	Minimum	Maximum		
				Pay Scale >	1	2	3
Distribution System Operator	10036364	23 B	Hourly	26.66	37.98		
	10036365	23 B	Biweekly	1,964.58	2,798.78		
			Annually	51,079.08	72,768.28		
District Customer Service Representative I	10006623	23	Hourly	26.66	36.87		
	10006624	23	Biweekly	1,964.58	2,717.28		
			Annually	51,079.08	70,649.28		
District Customer Service Representative II	10006625	24	Hourly	29.05	40.19		
	10006626	24	Biweekly	2,140.72	2,962.11		
			Annually	55,658.72	77,014.86		
District Operator I	10006613	24	Hourly	29.05	40.19		
	10006614	24	Biweekly	2,140.72	2,962.11		
			Annually	55,658.72	77,014.86		
District Operator II	10006615	25	Hourly	31.67	43.83		
	10006616	25	Biweekly	2,333.72	3,230.43		
			Annually	60,676.72	83,991.18		
District Power Cable Journeyman	10006543	23 C	Hourly	30.49	34.34	38.16	
	10006544	23 C	Biweekly	2,247.21	2,531.07	2,812.37	
			Annually	58,427.46	65,807.82	73,121.62	
District Serviceworker I	10006617	14	Hourly	20.57	26.93		
	10006618	14	Biweekly	1,515.84	1,984.99		
			Annually	39,411.84	51,609.74		
District Serviceworker II	10006619	21	Hourly	22.41	29.88		
	10006620	21	Biweekly	1,651.69	2,202.52		
			Annually	42,943.94	57,265.52		

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### I.B.E.W. Salary Schedule

Effective 2012 01 01

Hours of Work: 73.7 biweekly

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Job Classification	Class Code	Pay Grade	Pay Grade >	Minimum	Maximum		
			Pay Scale >	1	2	3	4
District Serviceworker (Journeyman)	10006621	22	Hourly	24.43	33.18		
	10006622	22	Biweekly	1,800.64	2,445.19		
			Annually	46,816.64	63,574.94		
District Support Representative I - Input + (Clerk I +)	10006631		Hourly	14.92			
	10006632		Biweekly	1,099.24			
			Annually	28,580.24			
District Support Representative I (Clerk II **)	10006633	12	Hourly	15.66	21.85		
	10006634	12	Biweekly	1,154.20	1,610.47		
			Annually	30,009.20	41,872.22		
District Support Representative II	10006635	13	Hourly	17.39	24.26		
	10006636	13	Biweekly	1,281.63	1,788.03		
			Annually	33,322.38	46,488.78		
District Support Representative III (Clerk III)	10006637	14	Hourly	20.57	26.93		
	10006638	14	Biweekly	1,515.84	1,984.99		
			Annually	39,411.84	51,609.74		
Electrical Inspector	10006641	24 B	Hourly	29.05	41.40		
	10006642	24 B	Biweekly	2,140.72	3,050.97		
			Annually	55,658.72	79,325.22		
Electrical Technician I	10006647	23 C	Hourly	30.49	34.34	38.16	
	10006648	23 C	Biweekly	2,247.21	2,531.07	2,812.37	
			Annually	58,427.46	65,807.82	73,121.62	
Electrical Technician I * +++++	10083253	24 C	Hourly	33.24	41.60		
	10083254	24 C	Biweekly	2,449.46	3,065.78		
			Annually	63,685.96	79,710.28		-

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### I.B.E.W. Salary Schedule

Effective 2012 01 01

Hours of Work: 73.7 biweekly

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Job Classification	Class Code	Pay Grade	Pay Grade >	Minimum	Maximum		
			Pay Scale >	1	2	3	4
Electrical Technician II	1006649	24 C	Hourly	29.05	41.60		
	1006650	24 C	Biweekly	2,140.72	3,065.78		
			Annually	55,658.72	79,710.28		
Electrical/Instrumentation Technician	10090551	24 C	Hourly	29.05	41.60		
	10090552	24 C	Biweekly	2,140.72	3,065.78		
			Annually	55,658.72	79,710.28		
Electrical Technician Construction Leadhand	10044279	24	Hourly	29.05	40.19		
	10044280	24	Biweekly	2,140.72	2,962.11		
			Annually	55,658.72	77,014.86		
Electrical Technician Construction Leadhand * +++++	10083139	25	Hourly	31.67	43.83		
	10083251	25	Biweekly	2,333.72	3,230.43		
			Annually	60,676.72	83,991.18		
Electrical Technician Senior	1006651	25	Hourly	31.67	43.83		
	1006652	25	Biweekly	2,333.72	3,230.43		
			Annually	60,676.72	83,991.18		
Electrical Technician Senior * +++++	10083257	31	Hourly	35.03	48.34		
	10083259	31	Biweekly	2,581.99	3,562.78		
			Annually	67,131.74	92,632.28		
Electrician Journeyman (Construction or Industrial)	1006655	22 C	Hourly	29.12	33.18		
	1006656	22 C	Biweekly	2,146.31	2,445.19		
			Annually	55,804.06	63,574.94		
Electrician Journeyman (Construction or Industrial) * +++++	10083260	23 C	Hourly	31.74	38.16		
	10083261	23 C	Biweekly	2,339.48	2,812.37		
			Annually	60,826.48	73,121.62		

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### I.B.E.W. Salary Schedule

Effective 2012 01 01

Hours of Work: 73.7 biweekly

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Job Classification	Class Code	Pay Grade	Pay Grade >	Minimum	Maximum			
			Pay Scale >	1	2	3	4	
Electrician Senior	1006657	24 B	Hourly	29.05	41.40			
	1006658	24 B	Biweekly	2,140.72	3,050.97			
			Annually	55,658.72	79,325.22			
Electrician Senior * +++++	10083262	25 B	Hourly	31.67	45.15			
	10083263	25 B	Biweekly	2,333.72	3,327.34			
			Annually	60,676.72	86,510.84			
Engineering Technician I	1006659	21	Hourly	22.41	29.88			
	1006660	21	Biweekly	1,651.69	2,202.52			
			Annually	42,943.94	57,265.52			
Engineering Technician II	1006661	22	Hourly	24.43	33.18			
	1006662	22	Biweekly	1,800.64	2,445.19			
			Annually	46,816.64	63,574.94			
Engineering Technician III	1006663	23 C	Hourly	26.66	38.16			
	1006664	23 C	Biweekly	1,964.58	2,812.37			
			Annually	51,079.08	73,121.62			
Engineering Technician IV (Technical Support 5)	1006665	24 C	Hourly	29.05	41.60			
	1006666	24 C	Biweekly	2,140.72	3,065.78			
			Annually	55,658.72	79,710.28			
Engineering Technician IV (Technical Support 6)	1006866	25	Hourly	31.67	43.83			
	1006868	25	Biweekly	2,333.72	3,230.43			
			Annually	60,676.72	83,991.18			
Engineering Technician IV * +++++ (Technical Support 5)	10085169	25	Hourly	31.67	45.34			
	10085170	25	Biweekly	2,333.72	3,341.69			
			Annually	60,676.72	86,883.94			
Engineering Technician Senior (Technical Support 5)	1006667	24	Hourly	29.05	40.19			
	1006668	24	Biweekly	2,140.72	2,962.11			
			Annually	55,658.72	77,014.86			
Engineering Technician Senior (Technical Support 6)	1006870	25	Hourly	31.67	43.83			
	1006872	25	Biweekly	2,333.72	3,230.43			
			Annually	60,676.72	83,991.18			



### I.B.E.W. Salary Schedule

Effective 2012 01 01

Hours of Work: 73.7 biweekly

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Job Classification	Class Code	Pay Grade	Pay Grade >	Minimum	Maximum		
				Pay Scale >	1	2	3
Estimator/Planner	10078244	24 C	Hourly	29.05	41.60		
	10078247	24 C	Biweekly	2,140.72	3,065.78		
			Annually	55,658.72	79,710.28		
Fleet Mechanic Journeyman	10006825	21	Hourly	26.73	29.88		
	10006826	21	Biweekly	1,970.22	2,202.52		
			Annually	51,225.72	57,265.52		
Fleet Parts Supplier I +	10006671		Hourly	16.56			
	10006672		Biweekly	1,220.60			
			Annually	31,735.60			
Fleet Parts Supplier II	10006673	13 B	Hourly	17.39	24.71		
	10006674	13 B	Biweekly	1,281.63	1,821.26		
			Annually	33,322.38	47,352.76		
Fleet Parts Supplier III	10006669	21	Hourly	22.41	29.88		
	10006670	21	Biweekly	1,651.69	2,202.52		
			Annually	42,943.94	57,265.52		
Fleet Parts Supplier IV	10053437	22	Hourly	24.43	33.18		
	10053438	22	Biweekly	1,800.64	2,445.19		
			Annually	46,816.64	63,574.94		
Fleet Technician I	10006515	22	Hourly	26.73	33.18		
	10006516	22	Biweekly	1,970.22	2,445.19		
			Annually	51,225.72	63,574.94		

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### I.B.E.W. Salary Schedule

Effective 2012 01 01

Hours of Work: 73.7 biweekly

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Job Classification	Class Code	Pay Grade	Pay Grade >	Minimum	Maximum		
			Pay Scale >	1	2	3	4
Fleet Technician II (Fleet Services)	10006517	23 B	Hourly	26.66	37.98		
	10006518	23 B	Biweekly	1,964.58	2,798.78		
			Annually	51,079.08	72,768.28		
Fleet Technician Lead (NDT)	10006519	23	Hourly	26.66	36.87		
	10006520	23	Biweekly	1,964.58	2,717.28		
			Annually	51,079.08	70,649.28		
Fleet Technician Senior I	10006521	24 B	Hourly	29.05	41.40		
	10006522	24 B	Biweekly	2,140.72	3,050.97		
			Annually	55,658.72	79,325.22		
Fleet Technician Senior II (Fleet Services)	10006523	25	Hourly	31.67	43.83		
	10006524	25	Biweekly	2,333.72	3,230.43		
			Annually	60,676.72	83,991.18		
High Pressure Welder I	10006843	22	Hourly	24.43	33.18		
	10006844	22	Biweekly	1,800.64	2,445.19		
			Annually	46,816.64	63,574.94		
High Pressure Welder II	10006845	23 D	Hourly	26.66	38.34		
	10006846	23 D	Biweekly	1,964.58	2,825.97		
			Annually	51,079.08	73,475.22		
Industrial Mechanic Journeyman	10006841	22	Hourly	24.43	33.18		
	10006842	22	Biweekly	1,800.64	2,445.19		
			Annually	46,816.64	63,574.94		
Instrument Services Journeyman	10006881	23	Hourly	29.46	33.18	36.87	
	10006882	23	Biweekly	2,171.22	2,445.48	2,717.28	
			Annually	56,451.72	63,582.48	70,649.28	

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### I.B.E.W. Salary Schedule

Effective 2012 01 01

Hours of Work: 73.7 biweekly

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Job Classification	Class Code	Pay Grade	Pay Grade >	Minimum	Maximum		
				Pay Scale >	1	2	3
Instrument Services Technician	10006683	23 B	Hourly	+	+		
	10006684	23 B	Biweekly	30.34	34.18	37.98	
			Annually	2,236.35	2,518.85	2,798.78	
Instrument Services Technician Senior	10006685	25	Hourly	31.67	43.83		
	10006686	25	Biweekly	2,333.72	3,230.43		
			Annually	60,676.72	83,991.18		
Instrumentation Journeyman	10006689	23	Hourly	+	+		
	10006690	23	Biweekly	29.46	33.18	36.87	
			Annually	2,171.22	2,445.48	2,717.28	
Instrumentation Technician	10006691	23 B	Hourly	+	+		
	10006692	23 B	Biweekly	30.34	34.18	37.98	
			Annually	2,236.35	2,518.85	2,798.78	
Instrumentation Technician Senior	10006693	25	Hourly	31.67	43.83		
	10006694	25	Biweekly	2,333.72	3,230.43		
			Annually	60,676.72	83,991.18		
Insulation Test Journeyman	10006703	23 D	Hourly	+	+		
	10006704	23 D	Biweekly	30.64	34.51	38.34	
			Annually	2,258.05	2,543.30	2,825.97	
Insulation Test Technician	10006705	23 D	Hourly	+	+		
	10006706	23 D	Biweekly	30.64	34.51	38.34	
			Annually	2,258.05	2,543.30	2,825.97	
Insulation Test Technician Senior	10006707	25	Hourly	31.67	43.83		
	10006708	25	Biweekly	2,333.72	3,230.43		
			Annually	60,676.72	83,991.18		

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### I.B.E.W. Salary Schedule

Effective 2012 01 01

Hours of Work: 73.7 biweekly

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Job Classification	Class Code	Pay Grade	Pay Grade >	Minimum	Maximum			
			Pay Scale >	1	2	3	4	
Laboratory Technician I +	10006709		Hourly	21.34				
	10006710		Biweekly	1,573.04				
			Annually	40,899.04				
Laboratory Technician II	10006711	21	Hourly	22.41	29.88			
	10006712	21	Biweekly	1,651.69	2,202.52			
			Annually	42,943.94	57,265.52			
Laboratory Technician III	10006713	22	Hourly	24.43	33.18			
	10006714	22	Biweekly	1,800.64	2,445.19			
			Annually	46,816.64	63,574.94			
Laboratory Technician IV	10006715	23 B	Hourly	26.66	37.98			
	10006716	23 B	Biweekly	1,964.58	2,798.78			
			Annually	51,079.08	72,768.28			
Laboratory Technician Senior	10006717	25	Hourly	31.67	43.83			
	10006718	25	Biweekly	2,333.72	3,230.43			
			Annually	60,676.72	83,991.18			
Labourer	10006723	11 B	Hourly	15.63	20.38			
	10006724	11 B	Biweekly	1,151.57	1,502.22			
			Annually	29,940.82	39,057.72			
Lagger	10006829	21	Hourly	22.41	29.88			
	10006830	21	Biweekly	1,651.69	2,202.52			
			Annually	42,943.94	57,265.52			
Line Construction Leadhand	10006733	24 C	Hourly	29.05	41.60			
	10006734	24 C	Biweekly	2,140.72	3,065.78			
			Annually	55,658.72	79,710.28			
Line Inspector (Power Line Journeyman)	10006725	25	Hourly	31.67	43.83			
	10006726	25	Biweekly	2,333.72	3,230.43			
			Annually	60,676.72	83,991.18			
Line Maintenance Patroller	10006727	21	Hourly	22.41	29.88			
	10006728	21	Biweekly	1,651.69	2,202.52			

### I.B.E.W. Salary Schedule

Effective 2012 01 01

Hours of Work: 73.7 biweekly

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Job Classification	Class Code	Pay Grade	Pay Grade >	Minimum	Maximum		
			Pay Scale >	1	2	3	4
			Annually	42,943.94	57,265.52		
Line Trades Helper **	10006677	13	Hourly	17.39	24.26		
	10006678	13	Biweekly	1,281.63	1,788.03		
			Annually	33,322.38	46,488.78		
Live Line Journeyman	10006735	24 B	Hourly	29.05	41.40		
	10006736	24 B	Biweekly	2,140.72	3,050.97		
			Annually	55,658.72	79,325.22		
Live Line Journeyman Senior	10006737	25	Hourly	31.67	43.83		
	10006738	25	Biweekly	2,333.72	3,230.43		
			Annually	60,676.72	83,991.18		
Machinist Technician I	10006857	23 B	Hourly	26.66	37.98		
	10006858	23 B	Biweekly	1,964.58	2,798.78		
			Annually	51,079.08	72,768.28		
Machinist Technician II	10006859	24 B	Hourly	29.05	41.40		
	10006860	24 B	Biweekly	2,140.72	3,050.97		
			Annually	55,658.72	79,325.22		
Mechanic (non-certified)	10006815	14	Hourly	20.57	26.93		
	10006816	14	Biweekly	1,515.84	1,984.99		
			Annually	39,411.84	51,609.74		
Mechanical Journeyman	10006741	23 B	Hourly	30.34	34.18	37.98	
	10006742	23 B	Biweekly	2,236.35	2,518.85	2,798.78	
			Annually	58,145.10	65,490.10	72,768.28	
Mechanical Technician I	10006743	23 B	Hourly	30.34	34.18	37.98	
	10006744	23 B	Biweekly	2,236.35	2,518.85	2,798.78	
			Annually	58,145.10	65,490.10	72,768.28	
Mechanical Technician II	10006745	24 B	Hourly	29.05	41.40		
	10006746	24 B	Biweekly	2,140.72	3,050.97		
			Annually	55,658.72	79,325.22		

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### I.B.E.W. Salary Schedule

Effective 2012 01 01

Hours of Work: 73.7 biweekly

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Job Classification	Class Code	Pay Grade	Pay Grade >	Minimum	Maximum				
			Pay Scale >	1	2	3	4		
Mechanical Technician Senior	10006747 10006748	25	Hourly	31.67	43.83				
			Biweekly	2,333.72	3,230.43				
			Annually	60,676.72	83,991.18				
Operating/Electrical Tech Journeyman (max - C)	10097183 10097180	24	Hourly	31.95	41.60				
			Biweekly	2,354.71	3,065.78				
			Annually	61,222.46	79,710.28				
Operating/Electrical Technician	10097184 10097185	24 C	Hourly	33.55	41.60				
			Biweekly	2,472.45	3,065.78				
			Annually	64,283.70	79,710.28				
Operating/Electrical Technician SR+++++	10097191 10097192	25	Hourly	31.67	46.02				
			Biweekly	2,333.72	3,391.95				
			Annually	60,676.72	88,190.70				
Operating/Mechanical Tech Journeyman (max - C)	10097186 10097187	24	Hourly	31.95	41.60				
			Biweekly	2,354.71	3,065.78				
			Annually	61,222.46	79,710.28				
Operating/Mechanical Technician	10097189 10097190	24 C	Hourly	33.55	41.60				
			Biweekly	2,472.45	3,065.78				
			Annually	64,283.70	79,710.28				
Operating/Mechanical Technician SR+++++	10097193 10097194	25	Hourly	31.67	46.02				
			Biweekly	2,333.72	3,391.95				
			Annually	60,676.72	88,190.70				
Operator Driver I **	10006757 10006758	13	Hourly	17.39	24.26				
			Biweekly	1,281.63	1,788.03				
			Annually	33,322.38	46,488.78				
Operator Driver II	10006751 10006752	14	Hourly	20.57	26.93				
			Biweekly	1,515.84	1,984.99				
			Annually	39,411.84	51,609.74				
Operator Driver III	10006753 10006754	21	Hourly	22.41	29.88				
			Biweekly	1,651.69	2,202.52				
			Annually	42,943.94	57,265.52				

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### I.B.E.W. Salary Schedule

Effective 2012 01 01

Hours of Work: 73.7 biweekly

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Job Classification	Class Code	Pay Grade	Pay Grade >	Minimum	Maximum		
				Pay Scale >	1	2	3
Operator Driver Lead	10006755	22	Hourly	24.43	33.18		
	10006756	22	Biweekly	1,800.64	2,445.19		
			Annually	46,816.64	63,574.94		
Painter Journeyman	10006831	21 D	Hourly	26.73	30.01		
	10006832	21 D	Biweekly	1,970.22	2,212.03		
			Annually	51,225.72	57,512.78		
Painter (non-certified)	10006821	14 D	Hourly	20.57	27.29		
	10006822	14 D	Biweekly	1,515.84	2,011.28		
			Annually	39,411.84	52,293.28		
Plumber Journeyman	10006835	21 D	Hourly	26.73	30.01		
	10006836	21 D	Biweekly	1,970.22	2,212.03		
			Annually	51,225.72	57,512.78		
Plumber (non-certified)	10006837	14 D	Hourly	20.57	27.29		
	10006838	14 D	Biweekly	1,515.84	2,011.28		
			Annually	39,411.84	52,293.28		
Power Cable Journeyman	10006541	23 B	Hourly	30.34	34.18	37.98	
	10006542	23 B	Biweekly	2,236.35	2,518.85	2,798.78	
			Annually	58,145.10	65,490.10	72,768.28	
Power Cable Leadhand	10059790	24 C	Hourly	29.05	41.60		
	10059791	24 C	Biweekly	2,140.72	3,065.78		
			Annually	55,658.72	79,710.28		
Power Electrician Journeyman	10006645	23 B	Hourly	30.34	34.18	37.98	
	10006646	23 B	Biweekly	2,236.35	2,518.85	2,798.78	
			Annually	58,145.10	65,490.10	72,768.28	
Power Electrician Journeyman * +++++	10083264	24 B	Hourly	33.07	41.40		
	10083265	24 B	Biweekly	2,437.62	3,050.97		
			Annually	63,378.12	79,325.22		

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### I.B.E.W. Salary Schedule

Effective 2012 01 01

Hours of Work: 73.7 biweekly

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Job Classification	Class Code	Pay Grade	Pay Grade >	Minimum	Maximum		
				Pay Scale >	1	2	3
Power Line Journeyman	10006731	23 B	Hourly	30.34	34.18		37.98
	10006732	23 B	Biweekly	2,236.35	2,518.85		2,798.78
			Annually	58,145.10	65,490.10		72,768.28
Power Line Technician	10054637	23 B	Hourly	30.34	34.18		37.98
	10054638	23 B	Biweekly	2,236.35	2,518.85		2,798.78
			Annually	58,145.10	65,490.10		72,768.28
Protection Journeyman	10006761	23 D	Hourly	30.64	34.51		38.34
	10006762	23 D	Biweekly	2,258.05	2,543.30		2,825.97
			Annually	58,709.30	66,125.80		73,475.22
Protection Technician I	10006763	23 D	Hourly	30.64	34.51		38.34
	10006764	23 D	Biweekly	2,258.05	2,543.30		2,825.97
			Annually	58,709.30	66,125.80		73,475.22
Protection Technician II	10111120	24 D	Hourly	29.05	41.80		41.80
	10111121	24 D	Biweekly	2,140.72	3,080.59		3,080.59
			Annually	55,658.72	80,095.34		80,095.34
Protection Technician Senior	10006765	25	Hourly	31.67	43.83		
	10006766	25	Biweekly	2,333.72	3,230.43		
			Annually	60,676.72	83,991.18		
Senior Planner	10078232	25	Hourly	31.67	43.83		
	10078241	25	Biweekly	2,333.72	3,230.43		
			Annually	60,676.72	83,991.18		
Senior Welder	10047567	25 D	Hourly	31.67	45.59		
	10047568	25 D	Biweekly	2,333.72	3,359.66		
			Annually	60,676.72	87,350.90		
Senior Year Apprentice Student	10079491		Hourly	12.91			

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### I.B.E.W. Salary Schedule

Effective 2012 01 01

Hours of Work: 73.7 biweekly

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Job Classification	Class Code	Pay Grade	Pay Grade >	Minimum	Maximum		
			Pay Scale >	1	2	3	4
Senior Year Apprentice I +++	10079492		Hourly	13.81			
Senior Year Apprentice II ++++	10079493		Hourly	16.12			
Serviceworker I	10006773	13	Hourly	17.39	24.26		
	10006774	13	Biweekly	1,281.63	1,788.03		
			Annually	33,322.38	46,488.78		
Serviceworker II	10006771	14	Hourly	20.57	26.93		
	10006772	14	Biweekly	1,515.84	1,984.99		
			Annually	39,411.84	51,609.74		
Serviceworker III	10070327	21	Hourly	22.41	29.88		
	10070328	21	Biweekly	1,651.69	2,202.52		
			Annually	42,943.94	57,265.52		
Staff House Worker	10036362	12	Hourly	15.66	21.85		
	10036363	12	Biweekly	1,154.20	1,610.47		
			Annually	30,009.20	41,872.22		
Station Operator (Hydraulic/Converter)	10006791	23 B	Hourly	30.34	34.18	37.98	
	10006792	23 B	Biweekly	2,236.35	2,518.85	2,798.78	
			Annually	58,145.10	65,490.10	72,768.28	

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### I.B.E.W. Salary Schedule

Effective 2012 01 01

Hours of Work: 73.7 biweekly

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Job Classification	Class Code	Pay Grade	Pay Grade >	Minimum	Maximum		
				Pay Scale >	1	2	3
Station Operator Thermal	10006575	23 B	Hourly	26.66	37.98		
	10006576	23 B	Biweekly	1,964.58	2,798.78		
			Annually	51,079.08	72,768.28		
Station Operator Thermal (2nd Class) ++	10006577	23 B	Hourly	27.99	39.87		
	10006578	23 B	Biweekly	2,062.81	2,938.72		
			Annually	53,633.06	76,406.72		
Storekeeper I +	10006783		Hourly	16.56			
	10006784		Biweekly	1,220.60			
			Annually	31,735.60			
Storekeeper II	10006785	13 B	Hourly	17.39	24.71		
	10006786	13 B	Biweekly	1,281.63	1,821.26		
			Annually	33,322.38	47,352.76		
Storekeeper III	10006777	14 B	Hourly	20.57	27.03		
	10006778	14 B	Biweekly	1,515.84	1,991.93		
			Annually	39,411.84	51,790.18		
Storekeeper IV	10006779	21	Hourly	22.41	29.88		
	10006780	21	Biweekly	1,651.69	2,202.52		
			Annually	42,943.94	57,265.52		
Storekeeper Senior	10006781	22	Hourly	24.43	33.18		
	10006782	22	Biweekly	1,800.64	2,445.19		
			Annually	46,816.64	63,574.94		
Survey Technician I	10006695	21	Hourly	22.41	29.88		
	10006696	21	Biweekly	1,651.69	2,202.52		
			Annually	42,943.94	57,265.52		
Survey Technician II	10006697	22	Hourly	24.43	33.18		
	10006698	22	Biweekly	1,800.64	2,445.19		
			Annually	46,816.64	63,574.94		

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### I.B.E.W. Salary Schedule

Effective 2012 01 01

Hours of Work: 73.7 biweekly

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Job Classification	Class Code	Pay Grade	Pay Grade >	Minimum	Maximum		
				Pay Scale >	1	2	3
Survey Technician Senior	10006699	23	Hourly	26.66	36.87		
	10006700	23	Biweekly	1,964.58	2,717.28		
			Annually	51,079.08	70,649.28		
Surveyor's Helper	10006767	13	Hourly	17.39	24.26		
	10006768	13	Biweekly	1,281.63	1,788.03		
			Annually	33,322.38	46,488.78		
System Operator I +++	10006571	24	Hourly	38.81	39.66	40.54	41.40
	10006572	24	Biweekly	2,860.35	2,923.28	2,987.59	3,050.97
			Annually	74,369.10	76,005.28	77,677.34	79,325.22
System Operator II	10006573	25	Hourly	43.47	43.83		
	10006574	25	Biweekly	3,203.52	3,230.43		
			Annually	83,291.52	83,991.18		
Technician's Helper	10006793	14	Hourly	20.57	26.93		
	10006794	14	Biweekly	1,515.84	1,984.99		
			Annually	39,411.84	51,609.74		
Telecontrol Installer	10006795	23 D	Hourly	30.64	34.51	38.34	
	10006796	23 D	Biweekly	2,258.05	2,543.30	2,825.97	
			Annually	58,709.30	66,125.80	73,475.22	
Telecontrol Journeyman	10006799	23 D	Hourly	30.64	34.51	38.34	
	10006800	23 D	Biweekly	2,258.05	2,543.30	2,825.97	
			Annually	58,709.30	66,125.80	73,475.22	
Telecontrol Technician I	10006801	23 D	Hourly	30.64	34.51	38.34	
	10006802	23 D	Biweekly	2,258.05	2,543.30	2,825.97	
			Annually	58,709.30	66,125.80	73,475.22	
Telecontrol Technician II	10006803	24 D	Hourly	29.05	41.80		
	10006804	24 D	Biweekly	2,140.72	3,080.59		
			Annually	55,858.72	80,095.34		

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### I.B.E.W. Salary Schedule

Effective 2012 01 01

Hours of Work: 73.7 biweekly

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Job Classification	Class Code	Pay Grade	Pay Grade >	Minimum	Maximum		
				Pay Scale >	1	2	3
Telecontrol Technician Senior	10006807	25	Hourly	31.67	43.83		
	10006808	25	Biweekly	2,333.72	3,230.43		
			Annually	60,676.72	83,991.18		
Telecontrol Technician (SCADA)	10006805	24	Hourly	29.05	40.19		
	10006806	24	Biweekly	2,140.72	2,962.11		
			Annually	55,658.72	77,014.86		
Tradesperson Senior (Journeyman)	10006847	24 D	Hourly	29.05	41.80		
	10006848	24 D	Biweekly	2,140.72	3,080.59		
			Annually	55,658.72	80,095.34		
Tradesperson Senior (non-certified)	10006849	23 D	Hourly	26.66	38.34		
	10006850	23 D	Biweekly	1,964.58	2,825.97		
			Annually	51,079.08	73,475.22		
Tramway Worker	10036366	14	Hourly	20.57	26.93		
	10036367	14	Biweekly	1,515.84	1,984.99		
			Annually	39,411.84	51,609.74		
Tramway Worker Lead	10036368	21	Hourly	22.41	29.88		
	10036369	21	Biweekly	1,651.69	2,202.52		
			Annually	42,943.94	57,265.52		
Utility Coordinator	10036370	21	Hourly	22.41	29.88		
	10036371	21	Biweekly	1,651.69	2,202.52		
			Annually	42,943.94	57,265.52		
Utilityworker	10006855	13	Hourly	17.39	24.26		
	10006856	13	Biweekly	1,281.63	1,788.03		
			Annually	33,322.38	46,488.78		
Utilityworker Lead	10006853	14 D	Hourly	20.57	27.29		
	10006854	14 D	Biweekly	1,515.84	2,011.28		
			Annually	39,411.84	52,293.28		

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### I.B.E.W. Salary Schedule

Effective 2012 01 01

Hours of Work: 73.7 biweekly

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Job Classification	Class Code	Pay Grade	Pay Grade > Pay Scale >	Minimum	Maximum		
				1	2	3	4
Waterways Management Lead	10059792	21	Hourly	22.41	29.88		
	10059793	21	Biweekly	1,651.69	2,202.52		
			Annually	42,943.94	57,265.52		
Welder Journeyman	10006839	21 D	Hourly	25.60	30.01	30.01	
	10006840	21 D	Biweekly	1,886.84	2,212.03	2,212.03	
			Annually	49,057.84	57,512.78	57,512.78	
Welder (non-certified)	10006833	14	Hourly	20.57	26.93		
	10006834	14	Biweekly	1,515.84	1,984.99		
			Annually	39,411.84	51,609.74		

+ Promotion subject to recommendation on semi-annual reviews.  
 ++ Minimum and maximum rate reflects 5% increase for classifications  
 +++ Mature student whose apprenticeship is not part of a Manitoba Hydro major recruitment  
 ++++ Mature student whose apprenticeship is part of a Manitoba Hydro major recruitment  
 +++++ These classifications are for the Electrical Construction Dept only IBEW LOC 12/2006-09  
 ++++++ Maximum rate reflects 5% increase

JOB FAMILY KEY	
<b>AS</b> Cust. Serv. & Admin. Sup.	<b>MA</b> Marketing
<b>BS</b> Business Support	<b>OP</b> Operations
<b>CC</b> Creative Communications	<b>PM</b> Project Management
<b>EN</b> Engineering	<b>PT</b> Power Trader
<b>EX</b> Executive Secretary	<b>SM</b> Senior Management
<b>FI</b> Finance	<b>TR</b> Trades
<b>LE</b> Legal	<b>TS</b> Technical Support

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SCHEDULE "A"

I.B.E.W. SALARY SCHEDULE  
**TRAINEES**  
 Effective 2012 01 01

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Hours of Work: 73.7 biweekly

Classifications	Family/ Level	Classification Key	Grade	Classification Steps							
				1/A	2/B	3/C	4/D	5/E	6/F	7/G	
Customer Metering Trainee		10008589	Hourly	19.17	19.17	20.47	23.05	25.99			
		10008590	Biweekly	1,412.59	1,412.59	1,508.35	1,698.54	1,915.10			
			Annually	36,727.34	36,727.34	39,217.10	44,162.04	49,792.60			
Electrician Trainee		10008653	Hourly	18.12	18.17	20.47	23.05	25.99			
		10008654	Biweekly	1,188.23	1,238.85	1,508.35	1,698.54	1,915.10			
			Annually	30,895.98	34,810.35	39,217.10	44,162.04	49,792.60			
Fleet Mechanic Trainee		10008823	Hourly	14.79	16.67	18.78	21.16	23.84			
		10008824	Biweekly	1,090.28	1,226.70	1,384.07	1,559.20	1,756.93			
			Annually	28,347.28	31,946.20	35,695.82	40,539.20	45,680.18			
Instrument Services Trainee		10008679	Hourly	19.17	19.17	20.47	23.05	25.99			
		10008680	Biweekly	1,412.59	1,412.59	1,508.35	1,698.54	1,915.10			
			Annually	36,727.34	36,727.34	39,217.10	44,162.04	49,792.60			
Instrumentation Trainee		10008687	Hourly	19.17	19.17	20.47	23.05	25.99			
		10008688	Biweekly	1,412.59	1,412.59	1,508.35	1,698.54	1,915.10			
			Annually	36,727.34	36,727.34	39,217.10	44,162.04	49,792.60			
Insulation Test Trainee		10008701	Hourly	19.17	19.17	20.47	23.05	25.99			
		10008702	Biweekly	1,412.59	1,412.59	1,508.35	1,698.54	1,915.10			
			Annually	36,727.34	36,727.34	39,217.10	44,162.04	49,792.60			
Mechanical Trainee		10008739	Hourly	19.17	19.17	20.47	23.05	25.99			
		10008740	Biweekly	1,412.59	1,412.59	1,508.35	1,698.54	1,915.10			
			Annually	36,727.34	36,727.34	39,217.10	44,162.04	49,792.60			
Operating/Electrical Tech Trainee		10097201	Hourly	19.17	19.17	20.47	23.05	25.99	30.34	34.18	
		10097202	Biweekly	1,412.59	1,412.59	1,508.35	1,698.54	1,915.10	2,236.35	2,518.85	
			Annually	36,727.34	36,727.34	39,217.10	44,162.04	49,792.60	58,145.10	65,460.10	
Operating/Electrical Tech Trainee (EJ)		10122220	Hourly	29.12	30.58	32.11	33.18				
		10122221	Biweekly	2,146.31	2,253.63	2,386.30	2,445.19				
			Annually	55,804.68	58,594.38	61,523.80	63,574.94				

Trainees

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SCHEDULE "A"

I.B.E.W. SALARY SCHEDULE  
**TRAINEES**  
 Effective 2012 01 01

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Hours of Work: 73.7 biweekly

Classifications	Family/ Level	Classification Key	Grade	Classification Steps								
				1/A	2/B	3/C	4/D	5/E	6/F	7/G		
Operating/Electrical Tech One Cert			23	Hourly	30.34	34.18	38.18	40.07				
			Step1&2- B	Biweekly	2,236.35	2,518.85	2,812.37	2,952.99				
			Step3&4- C	Annually	58,145.10	65,490.10	73,121.62	76,777.74				
Operating/Mechanical Tech Trainee				Hourly	++	++	-	+	+	+	+	+
			Step6&7- B	Biweekly	19.17	19.17	20.47	23.05	25.99	30.34	34.18	
			Annually	1,412.59	1,412.59	1,508.35	1,698.54	1,915.10	2,236.35	2,518.85		
Operating/Mechanical Tech Trainee (IMJ)				Hourly	29.12	30.58	32.11	33.18				
				Biweekly	2,146.31	2,253.63	2,366.30	2,445.19				
				Annually	55,804.66	59,594.38	61,523.80	63,574.94				
Operating/Mechanical Tech One Cert			23	Hourly	*	+	+	+				
			Step1&2- B	Biweekly	30.34	34.18	38.18	40.07				
			Step3&4- C	Annually	2,236.35	2,518.85	2,812.37	2,952.99				
Power Cable Trainee				Hourly	++	++	-	+	+	+		
				Biweekly	19.17	19.17	20.47	23.05	25.99	30.34	34.18	
				Annually	1,412.59	1,412.59	1,508.35	1,698.54	1,915.10	2,236.35	2,518.85	
Power Electrician Trainee				Hourly	++	++	-	+	+	+		
				Biweekly	19.17	19.17	20.47	23.05	25.99	30.34	34.18	
				Annually	1,412.59	1,412.59	1,508.35	1,698.54	1,915.10	2,236.35	2,518.85	
Power Line Trainee				Hourly	++	++	-	+	+	+		
				Biweekly	19.17	19.17	20.47	23.05	25.99	30.34	34.18	
				Annually	1,412.59	1,412.59	1,508.35	1,698.54	1,915.10	2,236.35	2,518.85	
Power Line Technician Trainee				Hourly	++	++	-	+	+	+		
				Biweekly	19.17	19.17	20.47	23.05	25.99	30.34	34.18	
				Annually	1,412.59	1,412.59	1,508.35	1,698.54	1,915.10	2,236.35	2,518.85	
Pre-Placement Trainee				Hourly	16.12							
				Biweekly	1,186.23							
				Annually	30,895.98							

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**I.B.E.W. SALARY SCHEDULE  
TRAINEES  
Effective 2012 01 01**

Pay grade letters refer to Salary Review and associated adjustments: A=1%, B=3%, C=3.5%, D=4%

Hours of Work: 73.7 biweekly

Classifications	Family/ Level	Classification Key	Grade	Classification Steps								
				1/A	2/B	3/C	4/D	5/E	6/F	7/G		
Protection Trainee		10008759	Hourly	19.17	++	19.17	++	20.47	+	23.05	+	25.99
			Biweekly	1,412.59		1,412.59		1,508.35		1,696.54		1,915.10
			Annually	36,727.34		36,727.34		39,217.10		44,162.04		49,792.60
Station Operator Trainee (Hydraulic/Converter)		10008787	Hourly	19.17	++	19.17	++	20.47	+	23.05	+	25.99
			Biweekly	1,412.59		1,412.59		1,508.35		1,696.54		1,915.10
			Annually	36,727.34		36,727.34		39,217.10		44,162.04		49,792.60
Telecontrol Trainee		10008797	Hourly	19.17	++	19.17	++	20.47	+	23.05	+	25.99
			Biweekly	1,412.59		1,412.59		1,508.35		1,696.54		1,915.10
			Annually	36,727.34		36,727.34		39,217.10		44,162.04		49,792.60
Trades Trainee (4 years)		10008811	Hourly	14.79	++	16.67	++	18.78	+	21.16	+	23.84
			Biweekly	1,090.28		1,228.70		1,384.07		1,559.20		1,756.93
			Annually	28,347.28		31,946.20		35,995.82		40,539.20		45,680.18
Trades Trainee (3 years)		10008813	Hourly	14.79	++	17.35	++	20.33	+	23.84	+	
			Biweekly	1,090.28		1,278.63		1,498.00		1,756.93		
			Annually	28,347.28		33,244.38		38,948.00		45,680.18		

- + Promotion subject to recommendation on annual reviews.
- ++ Promotion subject to recommendation on semi-annual reviews.
- \* Progression beyond this step is based on IBEW progression guidelines.
- +++ Employee must have completed 3 years as System Operator I and 1 additional year following completion of the System Operator Training course prior to progressing to System Operator II.
- ++++ 5% adjustment reflects training in Operating Technician secondary trade for 6 months and meets 3.5 years from Journeyman status, progression based on Pay Grade 23 to 5% above maximum
- +++++ These classifications are for the Electrical Construction Dept only, IBEW LOC#12/2005-09.
- +++++ Minimum and maximum rate reflects 5% increase for this classification.

JOB FAMILY KEY			
AS	Cust. Services & Admin. Support	MA	Marketing
BS	Business Support	OP	Operations
CC	Creative Communications	PM	Project Management
EN	Engineering	PT	Power Trader
EX	Executive Secretary	SM	Senior Management
FI	Finance	TR	Trades
LE	Legal	TS	Technical Support



**MANITOBA HYDRO  
SUMMER STUDENT SALARY SCHEDULE  
IBEW POSITIONS  
Effective 2012 01 01  
Hours of Work: 73.7**

SALARY STEP		CLASS CODE	RATE
<b>LABORATORY</b>			
<b>(Chemist or Technology Students)</b>		10006867	
1st Rate	Laboratory Student (pg 12 minimum)		\$15.74
2nd Rate	Laboratory Student (pg 13 minimum)		\$17.48
3rd Rate	Laboratory Student (pg 13 minimum + 5%) + 5%		\$19.27
<b>CONSTRUCTION</b>			
<b>(Engineering or Technology Students)</b>		10006869	
1st Rate	Construction Student (pg 12 minimum + 5%)		\$16.53
2nd Rate	Construction Student (pg 13 minimum)		\$17.48
3rd Rate	Construction Student (pg 13 minimum + 5%) + 5%		\$19.27
<b>SURVEY TECHNICIAN</b>			
<b>(Engineering, Surveying or Forest Technology Students)</b>		10006871	
1st Rate	Survey Student (pg 12 minimum + 5%)		\$16.53
2nd Rate	Survey Student (pg 13 minimum)		\$17.48
3rd Rate	Survey Student (pg 13 minimum + 5%) + 5%		\$19.27
<b>ENGINEERING SUPPORT</b>			
<b>(Engineering or Technology Students)</b>		10006873	
1st Rate	Technical Support Student (pg 12 minimum + 5%)		\$16.53
2nd Rate	Technical Support Student (pg 13 minimum)		\$17.48
3rd Rate	Technical Support Student (pg 13 minimum + 5%) + 5%		\$19.27
<b>TECHNICAL TRADES SUPPORT***</b>			
<b>(Technology Students)</b>		10097411	
1st Rate	Technical Trades Students (pg 12 minimum + 5%)		\$16.53
2nd Rate	Technical Trades Students (pg 13 minimum)		\$17.48
3rd Rate	Technical Trades Students (pg 13 minimum + 5%)		\$19.27
<b>I.B.E.W. STUDENT RATE</b>			
<b>(General Clerical, Construction or Labourer )</b>		10006865	
1st Rate	General Student		\$12.91
*2nd Rate	Returning General Student (Input Rate B)		\$13.81

\* Returning General Students may be provided, at management's discretion, a one-time increase to the maximum of the second rate

\*\* See Salary Schedule for Senior Year Apprentice rates

\*\*\* Classification for use in Power Supply Business Unit only.

## APPENDIX B - HEALTH PLANS

### Extended Health Benefits Plan

#### 1. Ambulance Benefits

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

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

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

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

If an air ambulance is used, payment will be made up to the amount equivalent had the service been provided by a ground ambulance service.

- b) Outside Manitoba, Blue Cross pays up to two hundred and fifty dollars (\$250.00) for each trip.

#### 2. Hospital Benefits

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

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

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

**Note: Annual maximums are effective for each calendar year.**

- a) **Private Duty Nursing** - in a hospital by a professional nurse (not an employee of the hospital) when recommended by a physician. Charges for nursing visits in the home of the subscriber by a professional nurse (not a relative) during the 12 months following discharge from the hospital for services consistent with in-patient treatment. Maximum - \$3,000 per person per year.
- b) **Cardiac Rehabilitation** - for cardiac patients when prescribed by the attending physician after myocardial infarction, coronary bypass surgery or valve replacement or for the management of angina pectoris. Maximum - \$350 per person per year.
- c) **Accidental Dental Treatment** - required as a result of accidental injury where natural teeth have been damaged or broken or a dislocated jaw requires setting. Treatment must start within 90 days of the accident.
- d) **Prosthetic Appliances and Miscellany** - when, as a result of illness or accidental injury, and when prescribed by a physician, charges are incurred for:
  - artificial limbs and eyes, splints, trusses, braces, lumbar-sacro supports, corsets, traction equipment, knee braces, cervical collars, surgical elastic stockings, crutches\*, casts\*, canes\* (\*do not require prescription from physician)
  - Orthopaedic shoes custom made from a mould, orthopaedic shoe modifications or stock shoes which are modified to accommodate, relieve, or remedy a mechanical foot defect or abnormality. Maximum - \$300 per year.
- e) **Breast Prosthesis and Surgical Bras** - upon the written prescription of a physician. Maximum - \$350 per person per year.

- f) **Wigs or Hairpieces** - when necessitated by illness or accidental injury, and upon the written prescription of a physician. Lifetime maximum - \$1,000 per person.
- g) **Rental or Purchase of Equipment** - for rental or purchase costs of an iron lung, wheelchair, hospital-type bed or respirator, when prescribed by a physician. Lifetime maximum - \$1,000 per item per person.
- Rental or purchase of other prescribed medical equipment. Lifetime maximum - \$250 per person.
- h) **Physiotherapy and Podiatry** - diagnosis and treatment by licensed Physiotherapist or Podiatrist. Maximum - \$350 per person.
- i) **Nutrition Counselling** - provided by a registered dietician when you are referred by a physician. Maximum - \$350 per person per year.
- j) **Clinical Psychology** - charges of a registered Clinical Psychologist. Maximum - \$350 per person per year.
- k) **Travel Protection** - medical, surgical, and hospital service charges resulting from an emergency illness or injury when you are travelling outside Manitoba. Claims are paid in Canadian dollars at the exchange rate in effect when the claim was incurred. Maximum - \$2,500 per person per year.
- l) **Athletic Therapy** - services rendered by a Certified Athletic Therapist Maximum - \$100 per person per year.
- m) **Hearing Aids** - purchase or repair when prescribed by an Otologist or Audiologist. Maximum eligible charge is \$1000 during any 5 consecutive year period.
- n) **Orthotics** - when prescribed by a physician. Maximum - \$350 per person per year.
- o) **Chiropractic** - services rendered by a Chiropractor. Maximum - \$350 per person per year.
- p) **Massage Therapy** - services rendered by a licensed Massage Therapist. Maximum - \$350 per person per year.

### 3. Vision Care Benefit

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

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

The vision care benefit does not cover the following:

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

### **Prescription Drug Plan**

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

A Claimsecure pay-direct prescription drug plan card will be provided.

Effective April 1, 2011, the dispensing fee cap increased to \$9.10. The dispensing fee cap will be increased every two years from that date to reflect the average increase (if any) to dispensing fees charged in Manitoba, based on actual claims experience of Hydro employees. This cap does not apply to "compound prescriptions".

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

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

## Dental Plan

Coverage is as follows:

Basic	- 90% reimbursement of costs
Major	- 75% reimbursement of costs
Orthodontics	- 50% reimbursement of costs

Notes:

1. When both spouses are employed by Manitoba Hydro, payment of benefits shall be coordinated and/or reduced to the extent that benefits payable do not exceed 100% of the actual incurred expenses.
2. If an employee and the employee's spouse are provided with similar dental benefits under any other dental plan, the payment of benefits shall be coordinated and/or reduced to the extent that benefits payable from all plans do not exceed 100% of the actual incurred expenses.

The maximum coverage in a calendar year is \$1750/person including orthodontics.

The lifetime maximum for orthodontics is \$2000/person.

**Note:** Treatment plans for orthodontic services normally specify an initial fee, and monthly or quarterly fees for ongoing treatment. The plan will provide reimbursement towards the initial fee and ongoing services, as they are received. The plan will not pay in advance for orthodontic services not yet received.

Pre-treatment authorization is required if treatment will cost more than \$500.00 and in all cases of orthodontic services.

Termination or suspension of coverage is as outlined in Appendix C. In the case of orthodontic coverage, when a dependant child attains 19 years of age.

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

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

The fee guide is the Manitoba Dental Association Fee Schedule in effect at the time services are rendered.

The plan year consists of 12 consecutive months commencing January 1<sup>st</sup>. Payment for coverage will be based on the year that services are rendered.

1. **Basic Dental Benefits**  
(90% reimbursable up to maximum limit)
  - a) Oral examinations, cleaning of teeth, fluoride treatments and bite-wing x-rays: twice in any calendar year, but not more than once in any 5 month period.
  - b) Full-mouth series of x-rays: once every 24 months.
  - c) Extractions and alveolectomy (bone work) at time of tooth extraction.
  - d) Dental surgery.
  - e) General anaesthesia and diagnostic x-ray and laboratory procedures required for dental surgery.
  - f) Amalgam, silicate, acrylic and composite fillings.
  - g) Necessary treatment for relief of dental pain.
  - h) Cost of medication and injections given in the dentist's office.
  - i) Space maintainers for missing primary teeth and habit-breaking appliances.
  - j) Consultations required by the attending dentist.
  - k) Surgical removal of tumours, cysts, neoplasms.
  - l) Incision and drainage of abscess.
  - m) Endodontics (root canal therapy).
  - n) Periodontal treatment (gum and tissue treatment).
2. **Major Dental Benefits**  
(75% reimbursable up to maximum limit)
  - a) Provision of crowns and inlays.
  - b) Provision of an initial prosthodontic appliance (e.g. fixed bridge restoration, removable partial or complete dentures).



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

3. Orthodontic Dental Benefits  
(50 percent reimbursable up to maximum lifetime limit)

Orthodontic treatment including braces and corrective devices.

4. Dental Expenses Not Covered by Plan

- a) Cosmetic treatment, experimental treatment, dietary planning, instruction in plaque control, oral hygiene instructions, congenital or developmental mal formation.
- b) Expense of dentures which have been lost, mislaid or stolen.
- c) Charges made by a dentist for broken appointments or for completion of claim forms.

- d) Treatment furnished without charge, or paid for directly or indirectly by any government agency or for which government legislation prohibits payment of benefits.
- e) Dental treatment as required as a result of any self-inflicted injury, war or engaging in a riot or insurrection.
- f) Injury sustained by employees while working for pay or profit other than with Manitoba Hydro.
- g) Any portion of dental expense covered under Workers Compensation or some similar program.
- h) Services to which the patient is entitled without charge, or for which there would be no charge if there were no coverage.
- i) Services or portions thereof provided under government sponsored programs.

6. A "dependant" is defined as follows:

- a) the employee's legal spouse or common-law spouse;  
  
"Common-law spouse" means a person who, for at least the immediately preceding year, has cohabited with the employee and has been represented by the employee's spouse (note: where a married employee has both a legal spouse and a common-law spouse, coverage on the legal spouse will terminate immediately upon coverage becoming effective on the common-law spouse).
- b) an unmarried child or step-child of the employee, under 22 years of age, living with the employee, and solely dependent on the employee;
- c) an unmarried child over 21 years of age and under 25 years of age, registered as a full-time student at a university, community college or similar institution.
- d) an unmarried child of any age who by reason of mental or physical infirmity is solely dependent upon the employee.

## Health Spending Account

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

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

There will be a Retiree Health Spending Account (RHSA) that will be credited as follows:

- employees who retired before 2002 12 31 – RHSA will be credited with \$550 annually.
- Employees who retired on/after 2002 12 31 – RHSA will be credited with \$643.26 annually and indexed by 2.5% in January of each year.

## Benefit Credit Purchase

1. All employees (except term employees) working at least 50% of full time hours are eligible to purchase Benefit Credits.

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 F2.3 of the collective agreement. This vacation must be used as specified in #6 below.

Employees who allocate some or all benefit credits to supplement their Health Spending Account will accrue vacation based on the table below. Accrual rates will be adjusted on the first pay period of the fiscal year following enrollment (i.e., the pay period which includes April 1). The lower accrual rate will be reflected in the employee's vacation entitlement the following fiscal year. Vacation must be used as specified in #6 below.

3. Employees must enroll during a time period (enrollment window) specified and announced on an annual basis.
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 hourly rate on the date the enrollment window closes, multiplied by 7.92 hours.
5. Benefit credits will be allocated to the employee's Health Spending Account in March following enrollment. Once credits are allocated to the Health Spending Account, the normal rules for HSA use apply (credits do not carry forward into the next calendar year, although expenses may be carried forward one calendar year).
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 below). If employees do not take the mandatory minimum amount of vacation, they will lose the unused portion at the end of the fiscal year.

The mandatory minimum vacation usage will be effective in the vacation year in which the vacation entitlement is affected (for example, if enrollment period is in February 2011, the additional credits are received in April 2011. Vacation accruals are adjusted at the beginning of the 2011/12 fiscal year, and vacation entitlement is adjusted in April 2012. In this example, the employee must use the specified minimum amount of vacation in fiscal year 2012/13).

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.

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

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

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

## APPENDIX C - BENEFITS ON LEAVE

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

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

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

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

## APPENDIX D - MATERNITY LEAVE PLANS

Employees who qualify for maternity leave may apply for such leave without pay in accordance with Plan A or Plan B but not both.

### Maternity Leave - Plan A

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

### Maternity Leave – Plan B

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



4. An employee must sign an agreement with the Corporation providing that:
- a) she will return to work in the position that she is re-employed in, in accordance with F 8.9 and will remain in the employ of the Corporation for at least 6 months following her return to work except as follows:
    - when a full-time employee returns to work on a scheduled part-time arrangement, she will be required to work the equivalent of 6 months of service (958 hours) within a 15 month period. Scheduled part-time arrangement is defined as working 2 or more full time days per week.
  - b) she will return to work on the date of the expiry of her maternity leave unless this date is modified by the Corporation, and
  - c) should she fail to return to work as provided under (a) and (b) above, she shall reimburse the Corporation for the maternity allowance received from the Corporation.

**APPENDIX E -  
TRADES CLASSIFICATIONS ELIGIBLE FOR 2.0% MARKET ADJUSTMENT  
Effective April 1, 2012**

Assistant Station Operator (Thermal)	Engineering Tech Sr.*	Operating/Mechanical Tech Jrymn
Assistant District Operator I	Engineering Tech IV	Operating/Mechanical Tech Sr.
Assistant District Operator II	Estimator/Planner	Operating/Mechanical Tech
Assistant Shift Charge Engineer	Fleet Mechanic Jrymn	Painter Jrymn
Assistant Station Op (H/C)	Fleet Tech I	Plumber Jrymn
Assistant Station Op (Therm-2 <sup>nd</sup> )	Fleet Tech II (Flt Svc)	Power Cable Jrymn
Auxiliary Plant Operator II	Fleet Tech Sr II (Flt Svc)	Power Cable Leadhand
Auxiliary Plant Operator II (3 <sup>rd</sup> class)	High pressure Welder I	Power Electrician Jrymn
Bucket Truck Oper (Pwr Ln Jrymn)	High Pressure Welder II	Power Electrician Jrymn*
Building Maintainer	Industrial Mechanic Jrymn	Power Line Jrymn
Building Operator	Instrument Services Tech	Power Line Tech
Building Operator Sr.	Instrumentation Tech	Protection Jrymn
Carpenter Jrymn	Instrumentation Tech Sr.	Protection Tech
Customer Metering Tech	Insulation Test Jrymn	Protection Tech I
Customer Metering Tech Sr	Insulation Test Tech	Protection Tech II
Diesel Tech I	Laboratory Tech II	Protection Tech Sr.
Distribution System Operator	Laboratory Tech III	Sr. Planner
District Operator II	Laboratory Tech IV	Sr. Welder
District Power Cable Jrymn	Laboratory Tech Sr.	Station Operator (H/C)
District Serviceworker (Jrymn)	Lagger	Station Operator (Thermal)
Electrical Inspector	Line Construction Leadhand	Station Operator Thermal (2 <sup>nd</sup> class)
Electrical Tech I*	Line Inspector (Pwr Ln Jrymn)	Survey Tech I
Electrical Tech II	Live Line Jrymn	Survey Tech II
Electrical Tech Sr.*	Live Line Jrymn Sr.	Survey Tech Sr.
Electrical Tech I	Machinist Tech I	System Operator I
Electrical Tech Sr.	Machinist Tech II	System Operator II
Electrical/Instrucmentation Tech	Mechanical Jrymn	Telecontrol Installer
Electrician Jrymn	Mechanical Tech I	Telecontrol Jrymn
Electrician Jrymn*	Mechanical Tech II	Telecontrol Tech Sr.
Electrician Sr.	Mechanical Tech Sr.	Telecontrol Tech I
Electrician Sr.*	Operating/Electrical Tech (one cert.)	Telecontrol Tech II
Engineering Tech I	Operating/Electrical Tech Jrymn	Tradesperson Sr (Jrymn)
Engineering Tech II	Operating/Electrical Tech Sr.	Trainees 2 yrs or less from becoming Jrymn
Engineering Tech III	Operating/Electrical Technican	Welder Jrymn
Engineering Tech IV*	Operating/Mechanical Tech (one cert.)	

\*Denotes classifications specifically created for and used in the Electrical Construction Department

## Letters of Understanding

1/2012-15	Job Sharing
2/2012-15	Construction Work Associated With Northern Aboriginal Communities Employment of Local Residents
3/2012-15	Term Employees
4/2012-15	Indentured Apprenticeship Schools
5/2012-15	Payment for Employees Engaged in Oil Processing Work
6/2012-15	Assistant Station Operator (Thermal) Classification
7/2012-15	Gillam Hours of Work
8/2012-15	Assistant Station Operator Progression
9/2012-15	Students
10/2012-15	Daily Hours of Work and Rest Time Provisions - Winnipeg Evening Trouble Call
11/2012-15	Jenpeg Generating Station - Eight-Six (8-6) Work Cycle
12/2012-15	Kelsey/Churchill River Diversion (CRD)/Laurie River/Wuskwatim Generating Stations - Eight-Six (8-6) Work Cycle
13/2012-15	Seasonal Employees - Aboriginal Relations Division
14/2012-15	Grand Rapids Generating Station Modified Work Schedule
15/2012-15	Technical Trades Aboriginal Pre-Placement Training Program
16/2012-15	Employment Equity Pre-employment Programs
17/2012-15	Thompson Hours of Work
18/2012-15	Power Line Technician
19/2012-15	Operating Technician Program
20/2012-15	Non-Certified carpenters - Attendance at Apprenticeship School
21/2012-15	Senior Years Apprenticeship Option Program (SYAO)
22/2012-15	Northern Leave for Employees Temporarily Assigned to the Wuskwatim Project
23/2012-15	Electrical/Instrumentation Technician
24/2012-15	Personnel Risk Assessments
25/2012-15	Personal Vehicle Rates
26/2012-15	Tie-Breaker Mechanism for Job Selections
27/2012-15	Multi-Level Job Classifications
28/2012-15	Rest Time
29/2012-15	Water/Wastewater Facility Operator
30/2012-15	Memorandum of Settlement Items



**LETTER OF UNDERSTANDING #1/2012-15**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**RE: JOB SHARING**

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This letter will confirm the understanding reached between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to job sharing within the I.B.E.W. jurisdiction.

**GENERAL**

1. Job sharing is defined as two employees sharing the duties and responsibilities of one full-time position.
2. Positions will be considered on an individual basis by the Corporation and the Union if a request for job sharing is received from an employee.
3. Job sharing arrangements for staff status positions will require joint Corporate and Union approval prior to initial implementation and any subsequent replacement of one or both job sharing partners. The conditions relative to the filling of the position, including any subsequent vacancy, will be agreed to at the time of implementation.
4. Job sharing will not be permitted or allowed to continue unless and until satisfactory arrangements are made to staff the balance of the position. An employee in a job sharing arrangement may be required to fill the position or job on a full time basis until a suitable job sharing partner is secured or other arrangements are made to fill the position.
5. An employee who accepts a job sharing arrangement will not retain any rights to any previous positions held. The incumbent who shares that position will relinquish any further claim to the position to be shared unless the job sharing partner vacates the position in which case the employee will have the option of assuming the position on a full time basis.

6. A position may be withdrawn from job sharing by the Corporation when one of the persons sharing the position vacates the position, or, if in the opinion of the Corporation, the job sharing arrangement is not adequately meeting the needs of the Corporation, and a full time incumbent is required.
7. An employee in a job sharing arrangement will be paid on an hourly basis.
8. Employees entering into a job sharing arrangement will be advised, in writing, of the conditions. The Union will be provided with a copy of the memorandums forwarded to employees.
9. The Union will be advised, in writing, of the discontinuance of any job sharing arrangement.

#### SECTION C, ARTICLE 1 - EMPLOYEE STATUS

An employee will retain the status held prior to the commencement of the job sharing arrangement. The exception would be a staff status employee who vacates a staff position to job share a non-staff position, in which case the employee would revert to the appropriate non-staff status.

#### SECTION C, ARTICLE 3 - HOURS OF WORK

1. The work schedule for a job sharing arrangement is subject to appropriate corporate approval.
2. The hours of work may be any combination of daily or weekly hours or days of work as required to meet the full time requirements of the position or job.

#### SECTION E, ARTICLE 2 - APPOINTMENTS AND PROMOTIONS

1. Section E, Article 2 of the collective agreement will apply to selections to advertised job sharing positions subject to the successful applicant(s) and the Corporation mutually agreeing to the work schedule.
2. Employees relocating to share a position will be eligible for moving allowances prorated proportionate to their share of the job share position.

#### SECTION E, ARTICLE 4 - INCREMENTS AND RECLASSIFICATION

1. Employees in a job share position who are on semi-annual reviews will be eligible for reclassification when they have worked 6 months and 958 hours.
2. Employees in a job share position who are on annual reviews will be eligible for reclassification when they have worked 12 months and 1916 hours.

#### SECTION I, ARTICLE 1 - WORKFORCE ADJUSTMENT

1. An employee in a job share position which is being deleted, or in a position or job which is being removed from job sharing, will be eligible to displace or bump a junior employee in accordance with the provisions of Section I, Article 1 of the collective agreement.
2. Laid off employees will be subject to recall in accordance with Section I, Article 1 in a full time or job sharing capacity.
3. Full time regular status employees who are to be laid off will first be eligible to displace or bump a junior regular status employee in a full time job.
4. If a full time regular status employee is unable to displace or bump another full time regular status employee, they will be eligible to displace or bump a junior regular status employee in a job sharing job.
5. Subject to Section I, Article 1 of the Collective Agreement, the lay-off, bumping and recall of staff status employees will follow the same procedures and criteria set out for regular employees.

#### SECTION F, ARTICLE 1 - CORPORATION HOLIDAYS

1. A job share position will be eligible for Corporation holiday pay in accordance with Section F, Article 1 of the collective agreement.
2. Employees sharing a position will receive Corporation Holiday pay prorated proportionate to the average basic hours each employee is paid.
3. When a Corporation Holiday(s) occurs during a pay period, employees will have the opportunity to agree between themselves to vary their work schedule during that pay period to equalize the time worked and the hours to be paid. Any arrangements will be at no additional cost to the Corporation.

#### SECTION D, ARTICLE 1 - OVERTIME

1. Time worked beyond an employee's scheduled share of the position will be paid at overtime rates, in accordance with Section D, Article 1 of the collective agreement, except when additional time worked is at the employee's request or when one partner vacates their share of the position and the remaining partner fills the position on a full time basis or when one partner is absent from work for such reasons as vacation, sick leave, compassionate leave, etc. and the other partner temporarily assumes their share of the position.

#### SECTION H, ARTICLE 2 - TRAVELLING TIME

1. Employees will be eligible for northern travel days in accordance with Section H, Articles 2.6, 2.8 and 2.9 of the collective agreement on a prorated basis proportionate to their share of the job share position.

#### SECTION J, ARTICLE 2 - NORTHERN TRANSPORTATION

1. Employees in job share positions will be reimbursed for eligible northern transportation trips on a prorated basis proportionate to their share of the position. At the employee's option this may be by receiving partial payment for the total number of eligible trips or full payment for a reduced number of trips. For example, an employee sharing one-half of a position that is eligible for 2 trips could elect to receive 50% reimbursement of eligible costs for 2 trips or 100% reimbursement of eligible costs for 1 trip.

#### SECTION F, ARTICLE 6 - BEREAVEMENT & FUNERAL LEAVE

1. Employees will be eligible for bereavement and funeral leave and family responsibility leave for the days or hours they would normally be scheduled to work under the job sharing arrangement.

#### SECTION F, ARTICLE 8 - MATERNITY & PARENTAL LEAVE

2. An employee in a job sharing arrangement will be eligible for maternity leave and maternity leave plans in accordance with Section F, Article 8 of the collective agreement.
3. An employee in a full time position prior to going on maternity leave and in receipt of Plan "B" provisions as per Appendix D of the Collective Agreement and who returns from leave to a job sharing arrangement, must work the equivalent of 6 months of service (958 hours) within a 15 month period, otherwise she will be required to reimburse the Corporation for the maternity leave allowance.

#### SECTION F, ARTICLE 2 - VACATIONS

1. Employees will accumulate basic vacation credits, long service recognition credits and northern service vacations in accordance with Section F, Article 2 of the collective agreement.
2. Vacation credits will apply for the days or hours the employees would normally be scheduled to work under the job sharing arrangement.

#### SECTION F, ARTICLE 3 - SICK LEAVE

1. Employees will accumulate sick leave credits in accordance with Section F, Article 3 of the collective agreement.

2. Sick leave credits will apply for the days or hours an employee would normally be scheduled to work under the job sharing arrangement.

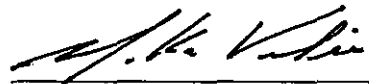
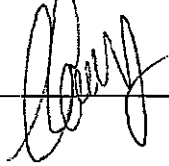
**SECTION G, ARTICLE 2 - BENEFIT PLANS**

1. A status employee in a job share position will be eligible for the Dental, Extended Health Benefits and Prescription Drug Plans in accordance with Section G, Article 2 of the collective agreement.

All other terms and conditions of the collective agreement will apply to job sharing arrangements.

Agreed this 19 day of November, 2012.

\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department



\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.





**LETTER OF UNDERSTANDING #2/2012-15**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**RE: CONSTRUCTION WORK ASSOCIATED WITH NORTHERN  
ABORIGINAL COMMUNITIES EMPLOYMENT OF LOCAL RESIDENTS**

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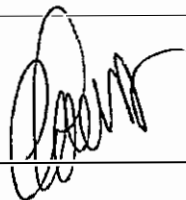
This letter will confirm the understanding reached between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers, to waive the layoff, bumping and recall provisions of Section I, Article 1 of the collective agreement with respect to the employment of local residents for construction work associated with northern aboriginal communities.

For the duration of individual construction jobs, the following provisions will apply:

1. Residents of the local communities will be given preference to be hired for the work as term employees.
2. Residents of the local communities may be hired or recalled from layoff for work as term employees on the construction jobs prior to the recall of employees elsewhere in the Corporation who may be in a laid off position.
3. Residents of the local communities hired by Manitoba Hydro as term employees will not be subject to being displaced or bumped under the terms of the collective agreement while engaged in the work.
4. Except as provided in No. 5 of this letter, residents of the communities hired as term employees who attain regular status while engaged in the work will not be covered by the displacement, bumping and recall provisions of Section I, Article 1 of the collective agreement.

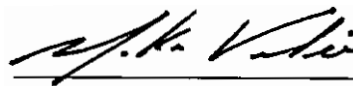
5. The provisions of Section I, Article 1 of the collective agreement will apply amongst residents of the local community who are working at the same work location.

Agreed this 19 day of November, 2012.



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A. Callista  
Manager  
Employee Relations Department



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M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.



**LETTER OF UNDERSTANDING #3/2012-15**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**RE: TERM EMPLOYEES**

---

This letter will confirm the understanding reached between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to term employees.

1. In keeping with the principles outlined in Section A, Article 10.1 of the collective agreement, the use of Term Employees may be a consideration of the Corporation when determining whether the work will be performed by employees in the bargaining unit or whether it will be contracted out.
2. A "term employee" is defined as an employee who is hired to work full or part-time hours for a specific job or for a specific period of time.
3. Employees who are not designated as a term employees at time of hire will not subsequently become term employees regardless of the job to which they are assigned.
4. Except where the original term was expected to be greater than 24 months, term employees who have no discipline for serious misconduct on their file, and who have worked in the same position for 24 consecutive months or more (with breaks in service of no greater than 2 weeks) will be granted regular status. Employees may have their status converted earlier upon mutual agreement between the parties.
5. Term employees, except as provided in No. 6 of this letter, are not covered by the provisions of Section I, Article 1 and may be terminated on the completion of the job. Term employees will not be subject to being displaced or bumped during their term of employment and if temporarily laid off will be subject to recall to their job prior to other laid off status employees.
6. The provisions of Section I, Article 1 of the collective agreement will apply amongst term employees who are working on the same job or project and at the same work location.

7. Laid off status employees (who are qualified and who have the ability to perform the work) will be recalled prior to hiring new term employees except where:

a) the specific job and/or specific period of time is for less than 6 months duration (see Note 1).

AND

b) there are no status employees with a normal headquarters zone assembly point within 60 road kilometres of where the work is to take place (see Note 2).

Note 1: The extension of an employee's term of employment for 6 months or more is subject to the agreement of the Union and the Corporation, where the term was originally expected to last for less than 6 months duration.

Note 2: Where there are laid off status employees who are qualified to perform the work whose normal headquarters zone assembly point is within 60 road kilometres of where the work is to take place, the employees will be responsible for their own meal expenses and transportation expenses for getting to and from work.

8. Term employees may be designated as shift employees, including on a single shift basis, for the duration of their term of employment. The hours of work may not necessarily coincide with the normal days or hours as provided in Section C, Articles 3.1 and 3.2 of the Collective Agreement in which case shift premium will apply in accordance with Section C, Article 4.10 of the Collective Agreement.

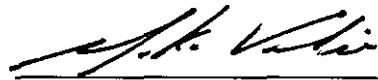
9. On a quarterly basis the Union will be provided with a written listing of all existing term employees and the term employees hired and terminated during the previous quarter including their names, location and the specific job and/or specific period of time for which they are hired.

10. Term employees will have their vacation accrual earnings paid out on each biweekly pay cheque at the rate of 0.0620 hours pay per regular hour worked or a rate according to their vacation threshold.

11. Effective December 27, 2007 term employees hired to work on projects (as defined in Section C, Article 6.3) and whose initial term of employment is 3 years or greater, will not have their vacation paid out on each biweekly pay cheque. These Term employees will accrue vacation credits in accordance with Section F, Article F2.10.

Agreed this 19 day of November, 2012.

  
\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department

  
\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.



**LETTER OF UNDERSTANDING #4/2012-15**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**RE: INDENTURED APPRENTICESHIP SCHOOLS**

---

This letter will confirm the understanding reached between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers regarding the salary treatment, maintenance of benefits and payment of living away from home allowances for trainees when in attendance at Provincial Government Indentured Apprenticeship Schools.

When in attendance at authorized schools at the direction of Manitoba Hydro as a condition of employment, the following will apply:

1. To maintain their normal take home pay based on their regular basic wages, trainees will receive 7.37 hours per day (7 hours and 22 minutes) based on 10 days biweekly, at straight time rates of pay.
2. Trainees will retain and continue to accrue service and service related benefits while in attendance at authorized schools.
3. Where applicable, northern allowance payments will continue to apply.
4. Trainees will be granted transportation expenses on the first and last days of the schools in accordance with Section H, Article 1.3 of the Collective Agreement.
5. Living away from home allowances:
  - a) Employees who are more than 25 and less than 60 road kilometres from their normal headquarters zone assembly point when in attendance at authorized schools:

- A commuting allowance equivalent to the distance travelled at the Corporation Policy Weekend Transportation and Daily Commuting rate per kilometre on the most direct road route between normal place of residence and school location and return for each day the employees are required to attend schools.
- b) Employees who are 60 or more road kilometres from their normal headquarters zone assembly point when in attendance at authorized schools:
- (i) Employees residing in subsidized room at Community College:
    - a living away from home allowance equal to the subsidized room costs, plus the effective per diem meal allowance as provided in Section H, Article 1.2 on a 7 days per week basis for each week of attendance at authorized schools.

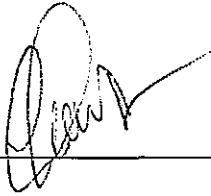
(Note: The subsidized room costs will be paid up to a maximum of the daily per diem room rate x 7 days for each full week of attendance at schools.)
  - (ii) Employees supplying own accommodations as per Section H, Article 1.8.1:
    - a living away from home allowance equal to the effective per diem meal and room allowances as provided in Section H, Article 1.2 on a 7 days per week basis for each week of attendance at schools.
  - (iii) Where an employee commutes daily to and from school, the employee will receive reimbursement for the distance travelled on a school day basis, to a maximum of 250 road kilometres round trip, at the Corporation Policy (Guideline 552A-4) Weekend Transportation and Daily Commuting rate per kilometre on the most direct road route between the school location and their normal place of residence and return.
6. Employees will be required to be in attendance at the schools to be eligible for the maintenance of wages, benefits and the living away from home allowances. Failure to attend schools daily without a justifiable reason may result in a reduction of such payments and benefits.
7. Any supplemental training allowances that are available from any other source will be deducted from the wages and/or living away from home allowances paid by Manitoba Hydro.

The following provisions of the Collective Agreement will not apply for employees attending Provincial Government Indentured Apprenticeship Program Schools:

1. Section J, Article 3 Northern Leaves;
2. Section H, Article 1.6.2 Weekend Transportation; and
3. Section H, Article 1.6 Corporate Supplied Accommodations.

The maintenance of wages, benefits and living away from home allowances provided by Manitoba Hydro will not apply to employees who enter apprenticeship programs which are not designated as a condition of their employment with Manitoba Hydro and where Manitoba Hydro may grant leave of absence without pay for attendance at schools to accommodate the employee.

Agreed this 4 day of January, 2012<sub>3</sub>



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A. Calista  
Manager  
Employee Relations Department



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M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.





**LETTER OF UNDERSTANDING #5/2012-15**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**RE: PAYMENT FOR EMPLOYEES ENGAGED IN OIL PROCESSING WORK**

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This letter will confirm the understanding reached between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to payment for employees engaged in oil processing work.

Due to the uniqueness of the oil processing function and the variable nature and duration of the jobs, the following conditions will apply to employees when engaged in oil processing work during the continuous operating cycle. While the actual oil processing may commence or be completed at any time, for the purpose and application of this letter, the established hours of work for the continuous operating cycle will be 12 hours per day between the hours of 00:00 to 12:00 and 12:00 to 24:00 as designated for each employee. Hours worked prior to these hours on commencement or following these hours on completion of the continuous operating cycle and associated travel time, set up and shutdown times will be compensated for under the terms of the Collective Agreement.

1. Regardless of the duration of the job, employees will not be assigned as shift employees when engaged in oil processing work and the provisions of Section C, Article 4 of the Collective Agreement will not apply.
2. Upon being notified at least 48 hours prior to the commencement of the continuous operating cycle, employees will be paid at twice their basic rate of pay for hours worked during the continuous operating cycle.

Example:

Works 00:00 to 12:00 = 12 hours at twice basic rate of pay.

3. Where the Corporation fails to give the 48 hours notice, in addition to twice the basic rate of pay for all hours worked during the continuous operating cycle, employees will be paid at their basic rate of pay for normal basic working hours that are not worked on Monday to Friday inclusive until expiry of the notice period and then revert to the payment as provided in 2 above.

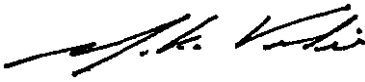
Example:

Works 12:00 to 24:00 = 12 hours at twice basic rate of pay plus 4 hours at basic rate of pay (08:00 to 12:00)

4. For work on normal days of rest, e.g., Saturdays, Sundays, scheduled Mondays off and Corporation Holidays, all hours worked will be at twice the basic rate of pay.
5. The rest time provisions of Section D, Articles 1.10.2 and 1.10.2.1 of the Collective Agreement will apply if employees have not had 8 hours rest in the 8 hour period prior to their established hours of work (00:00 to 12:00 or 12:00 to 24:00) during the continuous operating cycle.
6. The 9 day work cycle will continue to apply during the continuous operating cycle for those employees who normally work the 9 day work cycle.

Agreed this 19 day of November, 2012.

  
\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department

  
\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.



LETTER OF UNDERSTANDING #6/2012-15  
Between  
MANITOBA HYDRO  
and  
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

RE: ASSISTANT STATION OPERATOR (THERMAL) CLASSIFICATION

---

This letter will confirm the understanding reached between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to the Assistant Station Operator (Thermal) classification.

1. Present incumbent Staff status Auxiliary Plant Operators at the Brandon and Selkirk Generating Stations who currently possess a valid 3<sup>rd</sup> Class ticket and have a minimum of 2 years experience as an Auxiliary Plant Operator (except for those that have been afforded the opportunity and have not demonstrated proficiency at the Station Operator level) will be reclassified to the Assistant Station Operator (Thermal) level with a one pay step (5%) salary increase.
2. Present incumbent Staff status Auxiliary Plant Operator with either a 3<sup>rd</sup> or 4<sup>th</sup> Class ticket will remain classified as Auxiliary Plant Operators until they attain a 3<sup>rd</sup> Class ticket and have a minimum of 2 years as an Auxiliary Plant Operator with demonstrated proficiency to work at the Station Operator level.
3. Staff status vacancies will be posted at the Assistant Station Operator (Thermal), pay grade 22 level. Future Auxiliary Plant Operators will be hired as Regular status employees.

Agreed this 19 day of November, 2012.

  
\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department

  
\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.



LETTER OF UNDERSTANDING #7/2012-15  
Between  
MANITOBA HYDRO  
and  
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

RE: GILLAM HOURS OF WORK

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This letter will confirm the understanding reached between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to permanent hours of work for Gillam.

1. Effective 2002 03 28, basic daily hours of work for Gillam employees became 7 hours and 21 minutes (7.35 hours).
2. The biweekly pay period will consist of 10 regularly scheduled working days, Monday to Friday inclusive, with the exception of pay periods in which a Corporation Holiday occurs. The average biweekly hours will be 73.7 hours.
3. Overtime will apply after 7 hours and 21 minutes per day, and employees will work 1.5 hours guaranteed overtime per day, resulting in total daily hours of 8 hours and 51 minutes (8.85 hours). Employees will be eligible for overtime meals if they work a minimum of 3 hours past their normal quitting time. In this case, the normal quitting time occurs after 8.85 hours of work and the guaranteed overtime portion does not count toward overtime meal eligibility.
4. Paid absences such as vacation and sick leave will charged on the basis of 7.35 hours per day.

Agreed this 19 day of November, 2012.

  
\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department

  
\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.



**LETTER OF UNDERSTANDING #8/2012-15**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**RE: ASSISTANT STATION OPERATOR PROGRESSION**

---


This letter will confirm the understanding reached between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to progression for employees in the Assistant Station Operator classification.

1. Employees with an Assistant Station Operator base classification and with more than 2 years experience as an Assistant Station Operator will be allowed to progress to the Station Operator Classification on a temporary basis, provided:
  - a) The employee has completed a minimum of 2 years as an Assistant Station Operator in a Hydraulic Generating Station or HVDC Converter Station;
  - b) The employee's performance and work record is satisfactory;
  - c) The employee is capable of working independently and carrying out responsibilities without direct supervision;
  - d) The employee has demonstrated his/her ability to perform all necessary switching and other duties associated with the Station Operator classification;
  - e) 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. Assistant Station Operators who meet the above criteria may be incorporated into the shift schedule as first person on shift, during the term of the shift schedule where necessary.

3. Assistant Station Operators with less than 2 years experience in the classification will continue to be eligible for a 5% adjustment for assuming the duties and responsibilities of a Station Operator.

Agreed this 19 day of November, 2012.

  
\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department

  
\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.



**LETTER OF UNDERSTANDING #9/2012-15**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**RE: STUDENTS**

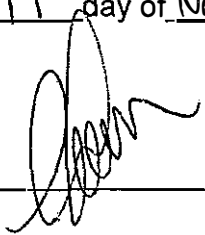
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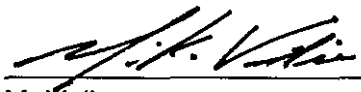
This letter confirms the agreement between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to student hours of work and rate of pay.

1. The Corporation and Union acknowledge the desire of students to maximize their earning potential during their work period.
2. In order to accommodate these desires, the parties agree to amend the collective agreement as follows:
  - a) Students may work, by mutual agreement, the normally scheduled Monday off at straight time rates of pay.
  - b) The total basic hours worked in a pay period shall not exceed 80 hours.
3. The parties agree that students, who require no specific University or Community College academic discipline to perform the duties of the job, will be classified as a Student at the general student rate which is increased with the general wage increase each year.
4. In the case of general students (students who require no specific post-secondary education) who return to work for Manitoba Hydro for a second or subsequent term of employment in the same classification, an increment up to the Input Rate B may be awarded, at management's discretion, to recognize an employee who is taking on additional responsibility.
5. Students who require a specific University or Community College discipline (e.g. Engineering) to perform the duties of the job will be classified appropriately and paid in accordance with the attached Salary Schedule.

6. Summer students will have their vacation accrual earnings paid out on each biweekly pay cheque at the rate of 0.0620 hours pay per regular hour worked.
7. Students who continue to work throughout the school year will maintain "student" status.

Agreed this 19 day of November, 2012

  
\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department

  
\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.



**MANITOBA HYDRO**  
**SUMMER STUDENT SALARY SCHEDULE**  
**IBEW POSITIONS**  
**Effective 2012 01 01**  
**Hours of Work: 73.7**

SALARY STEP		CLASS CODE	RATE
<b>LABORATORY</b>			
<b>(Chemist or Technology Students)</b>		10006867	
1st Rate	Laboratory Student (pg 12 minimum)		\$15.74
2nd Rate	Laboratory Student (pg 13 minimum)		\$17.48
3rd Rate	Laboratory Student (pg 13 minimum + 5%) + 5%		\$19.27
<b>CONSTRUCTION</b>			
<b>(Engineering or Technology Students)</b>		10006869	
1st Rate	Construction Student (pg 12 minimum + 5%)		\$16.53
2nd Rate	Construction Student (pg 13 minimum)		\$17.48
3rd Rate	Construction Student (pg 13 minimum + 5%) + 5%		\$19.27
<b>SURVEY TECHNICIAN</b>			
<b>(Engineering, Surveying or Forest Technology Students)</b>		10006871	
1st Rate	Survey Student (pg 12 minimum + 5%)		\$16.53
2nd Rate	Survey Student (pg 13 minimum)		\$17.48
3rd Rate	Survey Student (pg 13 minimum + 5%) + 5%		\$19.27
<b>ENGINEERING SUPPORT</b>			
<b>(Engineering or Technology Students)</b>		10006873	
1st Rate	Technical Support Student (pg 12 minimum + 5%)		\$16.53
2nd Rate	Technical Support Student (pg 13 minimum)		\$17.48
3rd Rate	Technical Support Student (pg 13 minimum + 5%) + 5%		\$19.27
<b>TECHNICAL TRADES SUPPORT***</b>			
<b>(Technology Students)</b>		10097411	
1st Rate	Technical Trades Students (pg 12 minimum + 5%)		\$16.53
2nd Rate	Technical Trades Students (pg 13 minimum)		\$17.48
3rd Rate	Technical Trades Students (pg 13 minimum + 5%)		\$19.27
<b>I.B.E.W. STUDENT RATE</b>			
<b>(General Clerical, Construction or Labourer )</b>		10006865	
1st Rate	General Student		\$12.91
*2nd Rate	Returning General Student (Input Rate B)		\$13.81

\* Returning General Students may be provided, at management's discretion, a one-time increase to the maximum of the second rate

\*\* See Salary Schedule for Senior Year Apprentice rates

\*\*\* Classification for use in Power Supply Business Unit only.



**LETTER OF UNDERSTANDING #10/2012-15**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**RE: DAILY HOURS OF WORK AND REST TIME PROVISIONS**  
**- WINNIPEG EVENING TROUBLE CALL**

---

This letter will confirm the understanding reached between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to the daily hours of work and rest time provisions for Winnipeg district staff who work the evening trouble call.

**Daily Hours of Work**

On a year-round basis, the daily hours of work will be from 12:35 to 20:30 hours when working the evening trouble call.

An hourly premium, equivalent to the Shift Premium, will apply as stated in the collective agreement.

In accordance with Section C, Article 4.2.2 of the collective agreement, 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.

Corporate Holidays will be observed on the actual day of the Holiday and not on the day designated by the Corporation if that day is different than the actual holiday.

For example, if Canada Day falls on Saturday but the Corporate Calendar recognizes the holiday on the Monday:

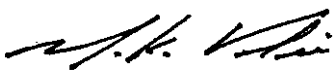
- The Evening Trouble Call employee and 2nd man on call, who would normally work Saturday, will recognize the holiday on the Saturday (not work). They would receive Corporate Holiday Standby pay for the Saturday, and work Monday as a regular day at straight time pay.

**Rest Time**

The collective agreement provisions for rest time will apply. It is understood that the "first call" requirement for trouble shift staff providing overnight coverage will end at 06:00.

Agreed this 19 day of November, 2012.

  
\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department

  
\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.



**LETTER OF UNDERSTANDING #11/2012-15**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**RE: JENPEG GENERATING STATION - EIGHT-SIX (8-6) WORK CYCLE**

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This letter will confirm the understanding reached between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to the conditions of the Jenpeg Generating Station eight-six (8-6) work cycle.

It is an objective of the Corporation to increase long term employment opportunities for residents of the Cross Lake and Norway House communities. To meet this objective, the Corporation will:

- a. Give preference to residents of these communities when hiring non-staff status employees for the Jenpeg Generating Station.
- b. Provide on-the-job training and work exposure in various work disciplines to residents (internal and external individuals) of these communities as opportunities arise.
- c. As Corporation requirements dictate, on a priority basis, hire residents of these communities into formal trades/technical training programs. These may include providing opportunities for educational upgrading in the necessary academic subjects to meet minimum entrance requirements.

The provisions outlined below will apply to the operating and maintenance staff assigned to the Jenpeg Generating Station. Where conditions warrant, some staff may work hours of work and a work schedule as provided for in the collective agreement in which case the terms of the collective agreement will apply.

The following conditions will apply:

**SECTION C, ARTICLE 3 - HOURS OF WORK**

1. The provisions of the 9 day work cycle will not apply.
2. The normal biweekly work period will consist of 8 consecutive working days, followed by 6 consecutive days off and will be referred to as the eight-six (8-6) work cycle.

3. The normal work day will be 8 hours and 50 minutes (8.84 hours) between 07:00 and 17:00.
4. The eight-six (8-6) work cycle will be an averaging plan and there will be no reconciliation of time worked versus time paid for. Employees will receive a biweekly salary based on 73.7 hours per pay period.
5. A minimum of approximately 85 hours will be worked during each biweekly work cycle. This will normally consist of seven - 10 hour and 50 minute work days (10.84 hours) and one 8 hour and 50 minute (8.84 hours) work day (the last work day of each cycle) with overtime rates applying after 8 hours and 50 minutes (8.84 hours) worked per day.
6. Travel time on tour of duty changes will normally take place during the 07:00 to 17:00 hours period on the first and last regular days of work respectively with the exception of employees hired after January 1, 2004 - see Section H, Articles 1 and 2 below.

#### SECTION F, ARTICLE 1 - CORPORATION HOLIDAYS

1. Corporation Holiday pay will be on the basis of 8 hours and 50 minutes (8.84 hours) per day at basic rates for full-time employees.
2. Corporation Holidays will be observed on the actual day of the holiday and not on the day designated by the Corporation if that day is different than the actual holiday (includes recognizing Easter Sunday for employees on the modified work schedule).
3. Employees will normally be scheduled to work on Corporation holidays during their tour of duty in which case 8 hours and 50 minutes (8.84 hours) at basic rate will apply in addition to double time for actual hours worked. There will be no option of a day off in lieu, however, with approval from their supervisor, an employee may be granted the day off at basic rate of pay at site on the Corporation holiday which occurs during their 8 day tour of duty.

#### SECTION D, ARTICLE 1 - OVERTIME

1. Overtime will commence after 8.84 hours worked per day during an employee's 8 day tour of duty.
2. Overtime will apply to time worked on an employee's regularly scheduled 6 days off.
3. The banking of overtime maximum will be 81 hours (equivalent to 1 work cycle (72 hours) plus 9 hours to provide one extra day to cover the day required to complete a second tour of vacation for those employees with 15 days vacation) and will be utilized on the basis of 8 hours and 50 minutes (8.84 hours) per day at basic rate.

## SECTION D, ARTICLE 2 - STANDBY

For employees working the modified work schedule, Corporation Holidays may be regularly scheduled work days. Therefore, employees who are on standby on a Corporation Holiday will receive the Corporation Holiday Standby Rate referenced in Section D, Article 2.4, but will not be eligible for the additional day off with pay.

## SECTION H, ARTICLE 3 - HEADQUARTERS ZONES

1. Employees who reside south of the 53<sup>rd</sup> Parallel will be assigned a Winnipeg headquarters zone.
2. Employees, other than designated rotational trainees who reside north of the 53<sup>rd</sup> Parallel, will have their place of residence designated as their headquarters zone.
3. Designated rotational trainees assigned to the Jenpeg Generating Station will be treated in accordance with Section H, Article 3.3.3.2 of the Collective Agreement.

## SECTION H, ARTICLE 1 - TRAVELING ALLOWANCES

1. Employees will be provided with free room and board while working at Jenpeg. Employees residing at Cross Lake, who choose to commute on a daily basis, will be eligible for mileage at the Weekend Transportation and Daily Commuting Rate. Lunch will continue to be provided at the Jenpeg staff house. In periods of inclement weather, rooms will be made available for those employees who choose the commuting option. An employee will be given the opportunity to choose commuting or free room and board once each fiscal year.
2. Employees who reside south of the 53<sup>rd</sup> Parallel and who commenced employment at Jenpeg prior to January 1, 2004 will be provided with transportation (normally air) as scheduled by the Corporation from Winnipeg to Jenpeg and return. The arrangement to provide air transportation and travel time to employees working at Jenpeg will be discontinued for all employees commencing employment at Jenpeg on or after January 1, 2004. Those employees will be responsible for their own transportation to and from work for each tour of duty. Until such time as Highway #373 is paved to Jenpeg, the Corporation will pay the prevailing Corporate Policy rate for mileage from the Highway #6 intersection to Jenpeg (83 kilometers). Rotational trainees and employees temporarily assigned to Jenpeg will be provided with transportation from Jenpeg to their headquarters zone and return for each tour of duty.

3. Employees residing north of the 53<sup>rd</sup> Parallel will be compensated for their transportation expenses as follows:

- i) Actual public transportation costs from place of residence to Jenpeg and return per tour of duty.

OR

- ii) The prevailing Corporation Policy rate in lieu of public transportation, from the employee's place of residence to Jenpeg and return per tour of duty. Until such time as there is public transportation available into Jenpeg, the Corporation Policy rate for business will apply.

In either case maximum reimbursement will not exceed the cost of travel from Thompson to Jenpeg and return.

4. It is the responsibility of employees to advise their Supervisor or other appropriate official as early as possible but normally no later than midnight the previous day, if they are unable to meet a scheduled flight.
5. Where an employee has a legitimate and justifiable reason for missing a scheduled flight from Winnipeg to Jenpeg, the Corporation will arrange for alternate transportation (normally bus) at a suitable time. Alternate employment will be provided to maintain basic pay.
6. If an employee is unable to meet a scheduled flight from Winnipeg to Jenpeg due to their own misadventure they will be responsible for their own transportation expenses to Jenpeg and must report for their regular tour of duty within a reasonable period of time. An employee will be required to use vacation, banked overtime or other appropriate accrued credits in order to maintain basic pay.
7. Jenpeg employees required to report to work outside of normal working hours including on days off, will be provided with transportation or reimbursement for the use of their personal vehicle from their principal residence if they incur an additional trip(s) or transportation expenses or travel to and from Jenpeg.

#### SECTION H, ARTICLE 2 - TRAVELING TIME

1. Travel time will be scheduled during normal working hours on a normal scheduled day of work. Employees hired after January 1, 2004 with a principal residence south of the 53<sup>rd</sup> parallel, will be required to travel on their own time between their residence and Jenpeg and return for each tour of duty. Until such time as Highway #373 is paved to Jenpeg, the Corporation will provide 1 hour travel time.

2. Under extenuating circumstances where an employee is required to travel to and from site outside of normal working hours (except those employees hired after January 1, 2004 referred to above) on a normal scheduled day of work or from site on a normal scheduled day off, basic rate of pay will apply for actual travel time incurred up to a maximum of 9 hours per day.
3. Employees required to travel to and from Jenpeg outside of normal working hours on normal scheduled days off because of a work requirement will be paid in accordance with Section H, Article 2 of the collective agreement for actual travel time incurred up to a maximum of 9 hours per day.

#### SECTION J, ARTICLE 1 - NORTHERN ALLOWANCE

1. Employees who permanently reside north of the 53<sup>rd</sup> Parallel and have their place of residence designated as their headquarters zone will be paid applicable northern allowance rates.
2. Employees permanently residing north of the 53<sup>rd</sup> Parallel and outside of a defined headquarters zone will receive the flat rate northern allowance.
3. Employees with a principal residence south of the 53<sup>rd</sup> Parallel who are not eligible for transportation (normally air) from Winnipeg to Jenpeg and return, will accrue northern service vacation credits in accordance with Section F, Article 2.10.2 of the collective agreement based on a non-isolated and non-remote location. They will also be eligible for northern vacation travel time (Section H, Article 2.8) if they have approved vacation time off to be taken during a tour of duty and as a result make a trip in or out of Jenpeg during a scheduled shift.

#### SECTION J, ARTICLE 2 - NORTHERN TRANSPORTATION

1. Employees who reside north of the 53<sup>rd</sup> Parallel and have a northern headquarters zone will be eligible for northern transportation trips as provided for in the collective agreement.

#### SECTION J, ARTICLE 3 - NORTHERN LEAVE

1. An employee who works the eight-six (8-6) work cycle will not be eligible for northern leave while working at Jenpeg.



SECTION F, ARTICLE 4 - PERSONAL LEAVE, ARTICLE 6 - BEREAVEMENT & FUNERAL LEAVE, ARTICLE 7 - FAMILY RESPONSIBILITY LEAVE

1. Employees who are on leave without pay for an entire tour of duty will be charged for 8 days leave on the basis of 8 hours and 50 minutes (8.84 hours) per day at basic rates of pay.
2. Bereavement and family responsibility leave will be on a day-for-a-day basis (7 hours and 55 minutes (7.92 hours) at basic rates of pay.

SECTION F, ARTICLE 2 - VACATIONS

1. All employees will accumulate vacation credits on basic (straight-time) hours paid up to the specified maximums provided for in the collective agreement.
2. Utilization of vacation credits will be on the basis of a day-for-a-day (7.92 hours per day to a maximum of 8 days per biweekly pay period) with biweekly pay remaining constant (73.7 hours biweekly at basic rates on pay).

SECTION F, ARTICLE 3 - SICK LEAVE

1. All employees will accumulate sick leave credits on basic (straight-time) hours paid up to the specified maximums provided for in the collective agreement.
2. Utilization of sick leave credits will be on the basis of a day-for-a-day (7.92 hours per day), with the exception of an employee who is absent from work due to bona fide illness for the entire tour of duty in which case he/she will be charged with 8 days of sick leave on the basis of 8 hours and 50 minutes (8.84 hours) per day.

LOCATION ALLOWANCE

The regular operating and maintenance employees assigned to the Jenpeg Generating Station and working the eight-six (8-6) work cycle will receive an allowance of \$6.25 for each day of work at Jenpeg.

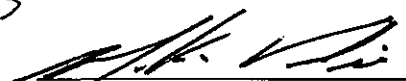
MISCELLANEOUS CONDITIONS

1. Manitoba Hydro will provide a limited number of parking stalls at or near the airplane departure area in Winnipeg for the use of Jenpeg staff residing south of the 53<sup>rd</sup> Parallel who continue to fly-in.
2. Manitoba Hydro will reimburse employees for lost or damaged personal property resulting from an airplane accident if not covered by an individual's personal property insurance.

3. Employees requiring hospitalization or urgent medical treatment during their tour of duty will be provided with transportation, where possible, to the hospital or treatment centre closest to their home location. Where this is not possible, in the event of hospitalization, under extenuating and serious circumstances, the employee's spouse and children may be provided with transportation to the location where the employee is hospitalized. Each case will be assessed on an individual basis.
4. Employees who do not have access to a toll free telephone line will be paid eight dollars (\$8.00) per tour of duty for the use of Manitoba Hydro long distance telephone lines. Exceptions will be made under emergency or extenuating circumstances.
5. Manitoba Hydro will establish a Jenpeg employee committee to assist in determining and recommending what recreational facilities should be made available at Jenpeg.
6. Employees will normally be provided with a private single room and private bathroom.

Agreed this 4 day of January, 201~~2~~<sup>3</sup>.

  
\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department

  
\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.



**LETTER OF UNDERSTANDING #12/2012-15**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**RE: KELSEY/CHURCHILL RIVER DIVERSION (CRD)/LAURIE  
RIVER/WUSKWATIM  
GENERATING STATIONS  
EIGHT-SIX (8-6) WORK CYCLE**

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This letter will confirm the understanding reached between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to the conditions of the Kelsey/CRD/Laurie River/Wuskwatim Generating Stations eight-six (8-6) work cycle.

It is an objective of the Corporation to increase long term employment opportunities for individuals who reside north of the 53<sup>rd</sup> Parallel. To meet this objective, the Corporation will:

- a) Give preference to individuals who reside north of the 53<sup>rd</sup> Parallel when hiring non-staff status employees to work north of the 53<sup>rd</sup>.
- b) Provide on-the-job training and work exposure in various work disciplines to residents (internal and external individuals) of these northern communities as opportunities arise.
- c) As Corporation requirements dictate, on a priority basis, hire residents of northern communities into formal trades/technical training programs. These may include providing opportunities for educational upgrading in the necessary academic subjects to meet minimum entrance requirements.

The provisions outlined below will apply to the operating and maintenance staff assigned to the Laurie River, Wuskwatim, and Kelsey/CRD Generating Stations. Where conditions warrant, some staff may work hours of work and a work schedule as provided for in the collective agreement in which case the terms of the collective agreement will apply.

The following conditions will apply to accommodate the eight-six (8-6) work cycle:

#### SECTION C, ARTICLE 3 - HOURS OF WORK

1. The provisions of the 9 day work cycle will not apply.
2. The normal biweekly work period will consist of 8 consecutive working days, followed by 6 consecutive days off and will be referred to as the eight-six (8-6) work cycle.
3. The normal work day will be 8 hours and 50 minutes (8.84 hours) between 07:00 and 17:00.
4. The eight-six (8-6) work cycle will be an averaging plan and there will be no reconciliation of time worked versus time paid for. Employees will receive a biweekly salary based on 73.7 hours per pay period.
5. Travel time on tour of duty changes will normally take place during the 07:00 to 17:00 hours period on the first and last regular days of work respectively.
6. A minimum of approximately 85 hours will be worked during each biweekly work cycle. This will normally consist of seven – 10 hour and 50 minute work days (10.84 hours) and one - 8 hour and 50 minute (8.84 hours) work day (the last work day of each cycle) with overtime rates applying after eight hours and fifty minutes (8.84 hours) worked per day.

#### SECTION F, ARTICLE 1 - CORPORATION HOLIDAYS

1. Corporation Holiday pay will be on the basis of 8 hours and 50 minutes (8.84 hours) per day at basic rate for full-time employees.
2. Corporation Holidays will be observed on the actual day of the holiday and not on the day designated by the Corporation if that day is different than the actual holiday (includes recognizing Easter Sunday for employees on the modified work schedule).
3. Employees will normally be scheduled to work on Corporation holidays during their tour of duty in which case 8 hours and 50 minutes (8.84 hours) at basic rate will apply, in addition to double time for actual hours worked. There will be no option of a day off in lieu, however, with approval from their supervisor, an employee may be granted the day off at a basic rate of pay at site on the Corporation holiday which occurs during their tour of duty.

#### SECTION D, ARTICLE 1 - OVERTIME

1. Overtime will commence after 8.84 hours worked per day during an employee's 8 day tour of duty.
2. Overtime will apply to time worked on an employee's regularly scheduled 6 days off.
3. The banking of overtime maximum will be 81 hours (equivalent to 1 work cycle (72 hours) plus 9 hours to provide one extra day to cover the day required to complete a second tour of vacation for those employees with 15 days vacation) and will be utilized on the basis of 8 hours and 50 minutes (8.84 hours) per day at basic rate.

#### SECTION D, ARTICLE 3 - STANDBY

For employees working the modified work schedule, Corporation Holidays may be regularly scheduled work days. Therefore, employees who are on standby on a Corporation Holiday will receive the Corporation Holiday Standby Rate referenced in Section D, Article 3.4, but will not be eligible for the additional day off with pay.

#### SECTION H, ARTICLE 3 - HEADQUARTERS ZONES

1. Kelsey/CRD/Laurie River/Wuskwatim staff will have their place of principal residence designated as their headquarters zone.
2. Designated rotational trainees assigned to the Kelsey/CRD/Laurie River/Wuskwatim operation will be treated in accordance with Section H, Article 3.3.3.2 of the Collective Agreement. Rotational trainees for the Kelsey/CRD/Laurie River/Wuskwatim operation may be assigned a Thompson headquarters zone.

#### SECTION H, ARTICLE 3 - TRAVELLING ALLOWANCES

1. Employees will be provided with free room and board while working at Laurie River, Wuskwatim and Kelsey/CRD. Employees residing at Nelson House or Thompson, who choose to commute on a daily basis, will be eligible for mileage at the Weekend Transportation and Daily Commuting rate - 105 km from Nelson House and 79 km from Thompson - each way). Lunch will be provided at the Wuskwatim staff house. In periods of inclement weather, rooms will be made available for those employees who have chosen the commuting option. An employee will be given the opportunity to choose commuting or free room and board once each fiscal year.
2. Kelsey/CRD/Laurie River/Wuskwatim employees will be responsible for their own transportation to Thompson and return for each tour of duty. Employees assigned to Kelsey or Laurie River will be provided with transportation (normally air) as

scheduled by the Corporation from Thompson to Kelsey or Laurie River and return. Employees assigned to Wuskwatim will be responsible for providing their own transportation to and from Wuskwatim for each tour of duty. Their transportation expenses will be compensated as follows:

- i. Employees residing north of the 53<sup>rd</sup> parallel will receive actual public transportation costs from their place of residence to Wuskwatim and return per tour of duty or the prevailing Corporation Policy rate in lieu of public transportation from the employee's place of residence to Wuskwatim and return per tour of duty. Until such time as there is public transportation available into Wuskwatim, the Corporation Policy rate for business will apply. Maximum reimbursement will not exceed the cost of travel from Thompson to Wuskwatim and return (79 kilometers one way).
- ii. Employees residing south of the 53<sup>rd</sup> parallel will receive public transportation costs from Thompson to Wuskwatim and return per tour of duty or the prevailing Corporation Policy rate in lieu of public transportation from Thompson to Wuskwatim and return per tour of duty. Until such time as there is public transportation available into Wuskwatim, the Corporation Policy rate for business will apply.

Other employees temporarily assigned to Kelsey or Laurie River will be provided with transportation from Kelsey or Laurie River to their headquarters zone for each tour of duty.

3. Kelsey/CRD/Laurie River/Wuskwatim employees assigned to Notigi or Missi Falls will be provided with return transportation from Thompson.
4. Where an employee has a legitimate and justifiable reason for missing a scheduled flight from Thompson to Kelsey or Laurie River the Corporation will arrange for alternate transportation at a suitable time. Alternate employment will be provided to maintain basic pay.
5. If an employee is unable to meet a scheduled flight from Thompson to Kelsey or Laurie River due to their own misadventure they will be responsible for their own transportation expenses to Kelsey Generating Station or the Laurie River Generating Station and must report for their regular tour of duty within a reasonable period of time. An employee will be required to use vacation, banked overtime or other appropriate accrued credits in order to maintain basic pay.
6. Kelsey/CRD/Laurie River/Wuskwatim employees required to report to work outside of normal working hours including on days off, will be provided with transportation or reimbursement for the use of their personal vehicle from their principal residence if they incur an additional trip(s) or transportation expenses for travel to and from Thompson.

#### SECTION H, ARTICLE 2 - TRAVELING TIME

1. Travel time from Thompson to the work site will be scheduled during normal working hours on a normal scheduled day of work.
2. Kelsey/CRD/Laurie River/Wuskwatim employees will be required to travel on their own time between their residence and Thompson for each tour of duty.
3. Under extenuating circumstances where an employee is required to travel to and from site outside of normal working hours on a normal scheduled day of work or from site on a normal scheduled day off, basic rate of pay will apply for actual travel time incurred to Thompson up to a maximum of 9 hours per day.
4. Employees required to travel to and from Thompson outside of normal working hours on normal scheduled days off because of a work requirement will be paid in accordance with Section H, Article 2 of the collective agreement for actual travel time incurred up to a maximum of 9 hours per day.

#### SECTION J, ARTICLE 1 - NORTHERN ALLOWANCE AND OTHER NORTHERN BENEFITS

1. Kelsey/CRD/Laurie River/Wuskwatim employees who reside north of the 53rd Parallel and have their place of principal residence designated as their headquarters zone will be paid applicable northern allowance rates and be eligible for other northern benefits applicable to their headquarters zone location.
2. Kelsey/CRD/Laurie River/Wuskwatim employees whose principal residence is south of the 53rd Parallel will accrue northern service vacation benefits in accordance with Section F, Article 2.10.2 of the collective agreement based on Thompson; and will be eligible for northern vacation travel time (Section H, Article 2.8) if they have approved vacation time off to be taken during a tour of duty and as a result make a trip in or out of the work site during a scheduled shift.

#### SECTION J, ARTICLE 2 - NORTHERN TRANSPORTATION

1. Employees who reside north of the 53rd Parallel and have a northern headquarters zone will be eligible for northern transportation trips as provided for in the collective agreement.

#### SECTION J, ARTICLE 3 - NORTHERN LEAVE

1. An employee who works the eight-six (8-6) work cycle will not be eligible for northern leave while working at Laurie River, Wuskwatim or Kelsey/CRD.

SECTION F, ARTICLE 4 - PERSONAL LEAVE, ARTICLE 6 - BEREAVEMENT & FUNERAL LEAVE, ARTICLE 7 - FAMILY RESPONSIBILITY LEAVE

1. Employees who are on leave without pay for an entire tour of duty will be charged for 8 days leave on the basis of 8 hours and 50 minutes (8.84 hours) per day at basic rates of pay.
2. Bereavement and family responsibility leave will be on a day-for-a-day basis (7 hours and 55 minutes (7.92 hours) at basic rates of pay.

SECTION F, ARTICLE 2 - VACATIONS

1. Employees will accumulate vacation credits on all basic (straight time) hours paid up to the specified maximums provided for in the collective agreement.
2. Utilization of vacation credits for biweekly-paid employees will be on the basis of a day-for-a-day (7.92 hours per day to a maximum of 8 days per biweekly pay period) with biweekly pay remaining constant (73.7 hours biweekly at basic rates on pay).

SECTION F, ARTICLE 3 - SICK LEAVE

1. Employees will accumulate sick leave credits on all basic (straight time) hours paid (except when on paid sick leave) up to the specified maximums provided for in the collective agreement.
2. Utilization of sick leave credits will be on the basis of a day-for-a-day (7.92 hours per day), with the exception of an employee who is absent from work due to bona fide illness for the entire tour of duty in which case he/she will be charged with 8 days of sick leave on the basis of 8 hours and 50 minutes (8.84 hours) per day.

LOCATION ALLOWANCE

The regular operating and maintenance employees assigned to the Kelsey/CRD/Laurie River/Wuskwatim operations and working the eight-six (8-6) work cycle will receive an allowance of \$6.25 for each day of work at Laurie River, Wuskwatim, or Kelsey.

MISCELLANEOUS CONDITIONS

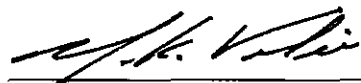
1. Manitoba Hydro will reimburse employees for lost or damaged personal property resulting from an airplane accident if not covered by an individual's personal property insurance.



2. Employees requiring hospitalization or urgent medical treatment during their tour of duty will be provided with transportation, where possible, to the hospital or treatment centre closest to their home location. Where this is not possible, in the event of hospitalization, under extenuating and serious circumstances the employee's spouse and children may be provided with transportation to the location where the employee is hospitalized. Each case will be assessed on an individual basis.
3. Manitoba Hydro will establish a Kelsey/Laurie River/Wuskwatim employee committee to assist in determining and recommending what recreational facilities should be made available at the sites.
4. Employees will normally be provided with a private single room and private bathroom.

Agreed this 19 day of November, 2012.

  
\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department

  
\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.



LETTER OF UNDERSTANDING #13/2012-15  
Between  
MANITOBA HYDRO  
and  
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

RE: SEASONAL EMPLOYEES – ABORIGINAL RELATIONS DIVISION

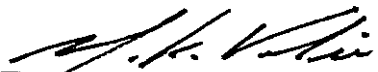
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This letter confirms the agreement between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to hours of work for seasonal employees in the Aboriginal Relations Division.

1. The Corporation and Union acknowledge the desire of seasonal employees in the Division to maximize their earning potential during their work period.
2. In order to accommodate these desires, the parties agree to amend the collective agreement as follows:
  - a. Seasonal employees in the Division may work, by mutual agreement, the normally scheduled Monday off at straight time rates of pay.
  - b. The total basic hours worked in a pay period shall not exceed 80 hours.
3. Seasonal employees will have their vacation accrual earnings paid out on each biweekly pay cheque.
4. All other provisions for seasonal employees will continue to be administered in accordance with the collective agreement.

Agreed this 19 day of November, 2012.

  
\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department

  
\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.



**LETTER OF UNDERSTANDING #14/2012-15**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**RE: GRAND RAPIDS GENERATING STATION MODIFIED WORK SCHEDULE**

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This letter will confirm the agreement between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to the conditions of the Grand Rapids Generating Station modified work schedule.

It is an objective of the Corporation to increase long term employment opportunities for residents of the Grand Rapids and Easterville communities. To meet this objective, the Corporation will:

- a) Give preference to residents of these communities when hiring non-staff status employees for the Grand Rapids Generating Station.
- b) Provide on-the-job training and work exposure in various work disciplines to residents (internal and external individuals) of these communities as opportunities arise.
- c) As Corporation requirements dictate, on a priority basis, hire residents of these communities into formal trades/technical training programs. These may include providing opportunities for educational upgrading in the necessary academic subjects to meet minimum entrance requirements.

**SECTION C, ARTICLE 3 - HOURS OF WORK**

The modified (8-6) work schedule will normally be worked by Grand Rapids Generating Station staff, except shift employees and present incumbent staff working the 9 day work cycle. Future employees who have or will establish a principal residence at the Grand Rapids or Easterville communities will have the option to work the normal 9 day work cycle or to work the modified work schedule, subject to a workable "mix" of employees on both work schedules for operational purposes.

The following conditions will apply:

1. Grand Rapids Generating Station staff who do not work the modified work schedule will work the 9-day work cycle under the provisions of Section C, Article 3. Staff who work the 9-day work cycle will normally work 9 hours per day. Overtime pay will apply to all hours worked in excess of the normal basic hours of work (7.92 hours per day).
2. The modified (8-6) work cycle will be an averaging plan and there will be no reconciliation of time worked versus time paid for. Employees will receive a biweekly salary based on 73.7 hours per pay period.
3. The normal biweekly work period will consist of 8 consecutive work days followed by 6 consecutive days off.
4. The normal work day for Grand Rapids Generating Station staff working the modified (8-6) work schedule will be 10 hours between 07:00 and 18:00 with overtime rates applying after 8 hours and 50 minutes (8.84 hours) at basic rates. The shift schedule for shift employees will provide for an average of 8 hours of overtime on a biweekly basis.
5. The start and end days for each biweekly tour of duty for individual employees will be determined by the Corporation to maximize operational work requirements, however, each employee's 6 consecutive days off will include a weekend.
6. Grand Rapids Generating Station staff will require Management's approval to move from one work schedule to another.

#### SECTION I, ARTICLE 1 - WORKFORCE ADJUSTMENT

1. Qualified residents of Grand Rapids and Easterville communities may be hired or recalled from layoff for work at the Grand Rapids Generating Station prior to the recall of employees from elsewhere in the Corporation who may be in a laid off position.
2. Non-Staff Status employees with a Grand Rapids headquarters zone who have a principal residence in the Grand Rapids or Easterville communities, will not be subject to being displaced or bumped under the terms of Section I, Article 1 of the collective agreement. Except as provided in paragraph 3 below, such employees will not be covered by the displacement, bumping and recall provisions of Section I, Article 1 of the collective agreement.

3. Non-Staff Status employees who at the date of implementation of the modified work schedule (June 27, 1996) exempted themselves from the conditions of #2 above will continue to be covered by the provisions of Section I, Article 1 of the collective agreement for the duration of their work at Grand Rapids.
4. The provisions of Section I, Article 1 of the collective agreement will apply amongst the non-staff status employees at the Grand Rapids Generating Station.

#### SECTION F, ARTICLE 1 - CORPORATION HOLIDAYS

*(Employees working the modified work schedule)*

1. Corporation holiday pay will be on the basis of 8 hours and 50 minutes (8.84 hours) per day at basic rate for full-time employees.
2. Corporation holidays will be observed on the actual day of the holiday and not on the day designated by the Corporation if that day is different than the actual holiday (includes recognizing Easter Sunday for employees on the modified work schedule).
3. Employees will normally be scheduled to work on Corporation holidays during their tour of duty in which case 8 hours and 50 minutes (8.84 hours) at basic rate will apply in addition to double time for actual hours worked. There will be no option of a day off in lieu of, however, with approval from their supervisor, an employee may be granted the day off at basic rate of pay at site on the Corporation holiday which occurs during their tour of duty.

#### SECTION D, ARTICLE 1 - OVERTIME

*(Employees working the modified work schedule)*

1. Overtime will commence after 8.84 hours worked per day during employee's tour of duty.
2. Overtime will apply to time worked on employee's regularly scheduled days off.
3. Overtime Banking - The maximum amount of time employee may bank in one year will be 81 hours.

#### SECTION D, ARTICLE 3 – STANDBY

*(Employees working the modified work schedule)*

For employees working the modified work schedule, Corporation Holidays may be regularly scheduled work days. Therefore, employees who are on standby on a Corporation Holiday will receive the Corporation Holiday Standby Rate referenced in Section D, Article 3.4, but will not be eligible for the additional day off with pay.

#### SECTION H, ARTICLE 3 - HEADQUARTERS ZONES

Grand Rapids Generating Station employees will have their place of principal residence designated as their headquarters zone.

#### SECTION H, ARTICLE 1 - TRAVELING ALLOWANCES

1. Employees whose principal residence is located sixty kilometres or more from the Grand Rapids Generation Station will be provided with free room and board during their tour of duty.
2. Employees will be responsible for their own transportation to and from work for each tour of duty.
3. Employees called out for work at Grand Rapids outside of normal working hours including on days off, will be provided with transportation or reimbursed for the use of their personal vehicle from their principal residence if they incur an additional trip(s) or transportation expenses for travel to and from Grand Rapids.
4. Employees temporarily assigned to work at Grand Rapids will be provided with transportation or reimbursed for the use of their personal vehicle to Grand Rapids from their headquarters zone and return for each tour of duty.
5. Eligible employees who elect to establish a principal residence at Grand Rapids will be provided with corporate accommodations at Grand Rapids, if available, and be charged for such at prevailing Corporation rates.
6. All Grand Rapids Generating Station staff is eligible for corporate accommodations except for those hired on a seasonal or temporary basis.

#### SECTION H, ARTICLE 2 - TRAVELLING TIME

1. Employees will travel on their own time outside of normal working hours to and from Grand Rapids.
2. Employees required to travel to and from Grand Rapids outside of normal working hours on normal scheduled days off because of a work requirement, will be paid in accordance with Section H, Article 2 of the collective agreement for actual travel time incurred up to a maximum of nine hours per day.

SECTION J, ARTICLE 1 - NORTHERN ALLOWANCE

1. Grand Rapids employees who reside north of the 53<sup>rd</sup> Parallel and have their place of principal residence designated as their head quarter zone will be paid applicable northern allowance rates and be eligible for other northern benefits applicable to their headquarters zone location.
2. Grand Rapids employees whose principal residence is south of the 53<sup>rd</sup> Parallel and who reside at Grand Rapids during their tour of duty will accrue northern service vacation credits in accordance with Section F, Article 2.10.2 of the collective agreement based on a non-isolated and non-remote location. They will also be eligible for northern vacation travel time (Section H, Article 2.8) if they have approved vacation time off to be taken during a tour of duty and as a result make a trip in or out of Grand Rapids during a scheduled shift.

SECTION F, ARTICLE 4 - PERSONAL LEAVE, ARTICLE 6 - BEREAVEMENT & FUNERAL LEAVE, ARTICLE 7 - FAMILY RESPONSIBILITY LEAVE

*(Employees working the modified work schedule)*

1. Employees who are on leave without pay for an entire tour of duty will be charged for 8 days leave on the basis of 8 hours and 50 minutes (8.84 hours) per day at basic rates of pay.
2. Employee's bereavement and family responsibility leave will be on a day-for-a-day basis (7 hours and 55 minutes (7.92 hours) at basic rates of pay.

SECTION F, ARTICLE 2 - VACATION

*(Employees working the modified work schedule)*

1. Employees will accumulate vacation credits on all basic (straight time) hours paid up to the specified maximums provided for in the collective agreement.
2. Utilization of vacation credits for biweekly-paid employees will be on the basis of a day-for-a-day (7.92 hours per day to a maximum of 8 days per biweekly pay period) with biweekly pay remaining constant (73.7 hours biweekly at basic rates on pay).

SECTION F, ARTICLE 3 - SICK LEAVE

*(Employees working the modified work schedule)*

1. Employees will accumulate sick leave credits on all basic (straight time) hours paid (except when on paid sick leave), up to the specified maximums provided for in the collective agreement.
2. Utilization of sick leave credits will be on the basis of a day-for-a-day (7.92 hours per

day), with the exception of an employee who is absent from work due to bona fide illness for the entire tour of duty in which case he/she will be charged with 8 days of sick leave on the basis of 8 hours and 50 minutes (8.84 hours) per day.

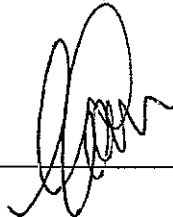
SECTION J, ARTICLE 3 - NORTHERN LEAVE

1. Employees will not be eligible for northern leave while working at Grand Rapids.

MISCELLANEOUS

1. Employees whose principal residences are at a location other than Grand Rapids or Easterville who requires hospitalization or urgent medical treatment during their tour of duty will be provided with transportation, where possible, to the hospital or treatment centre closest to their home location. Where this is not possible, in the event of hospitalization, under extenuating and serious circumstances, the employee's spouse and children may be provided with transportation to the location where the employee is hospitalized. Each case will be assessed on an individual basis.

Agreed this 19 day of November, 2012.



\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department



\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.





**LETTER OF UNDERSTANDING #15/2012-15**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**RE: TECHNICAL TRADES ABORIGINAL  
PREPLACEMENT TRAINING PROGRAM**

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This letter will confirm the understanding reached between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to the technical trades preplacement training program for aboriginal people.

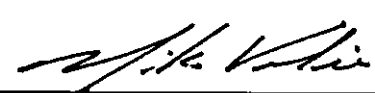
1. The general purpose of the preplacement training program is to provide on-the-job training and orientation to aboriginal people. The preplacement training period will be for approximately 10 months dependent upon the nature, extent and rate of growth of the trainee's job related skills. There will be no guarantee of employment beyond preplacement training. Dependent upon requirements, trainees may be hired for normal employment in accordance with established hiring practices for the various classifications.
2. Participants in the preplacement training program will be a supplement to Manitoba Hydro's normal work force requirements.
3. With the exception of the initial period of approximately 3 weeks of job readiness training, the participants in the preplacement training program will normally work the hours and schedule established for the location and the work group to which they are assigned.
4. All terms and conditions of the collective agreement will apply to the participants in the preplacement training program with the following exceptions:
  - a) Participants will not accrue service seniority or time towards the attainment of regular status during preplacement training, except that:
    - i. If a participant successfully completes the preplacement training program and, within 12 months after completion is accepted into one of the technical training programs, the participant will receive credit for all time spent in the preplacement training program, up to a maximum of 10 months, for the purpose of service seniority accrual and attainment of status.
    - ii. If a participant successfully completes the preplacement training program

and, within 12 months of completion is accepted into a technical training program, the participant may receive credit for time spent in the chosen trade, up to a maximum of 3 months, for the purpose of future progression as a Trainee in that trade.

- iii. If a participant successfully completes the preplacement training program and, within 12 months of completion is accepted into the Power Supply Worker training program, the participant may receive credit for time spent in the applicable trades, up to a maximum of 6 months, for the purposes of future progression as a Trainee in the PSW program.
- b) Participants will be paid the Pre-placement Trades Trainee hourly rate of pay during entire preplacement training.
- c) Participants will not be subject to being displaced or bumped under the terms of the collective agreement during preplacement training.
- d) Section J, Articles 2 and 3 (Northern Trips and Northern Leave) and Section H, Article 1 (Weekend Travel) of the collective agreement will not apply. A participant will be eligible for an unpaid leave of absence (of up to two days) after the initial 3 weeks of job readiness training plus 30 calendar days (approximately 50 days) and once every 30 calendar days thereafter. Employees will arrange such leaves with their immediate supervisors. Reasonable travel costs for a participant to return home during this leave of absence will be paid by the Corporation.

Agreed this 19 day of November, 2012.

  
\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department

  
\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.



**LETTER OF UNDERSTANDING #16/2012-15**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**RE: EMPLOYMENT EQUITY PRE-EMPLOYMENT PROGRAMS**

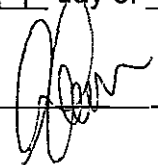
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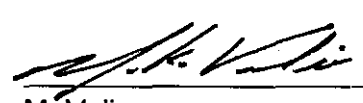
This letter will confirm the understanding reached between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to pre-employment programs for Employment Equity candidates (including women, Aboriginal peoples, members of visible minorities and people with a disability) as supported by Section C, Article 5.4.

1. The general purpose of pre-employment programs is to prepare Employment Equity candidates for entry-level positions and training programs. The pre-employment period will be dependent upon the nature, extent and rate of growth of the individual's job-related skills. There will be no guarantee of employment beyond the pre-employment program. Participants may be hired for regular employment in accordance with established hiring practices for the various classifications.
2. Participants in a program will be a supplement to Manitoba Hydro's normal work force requirements.
3. With the exception of the initial period of job readiness training (to be determined at the inception of the program, normally not to exceed three weeks), participants will normally work the hours and schedule established for the location and the work group to which they are assigned. It is understood that flexible hours (including less than full-time hours) may be required for accommodation purposes including those required under Human Rights Legislation.
4. All terms and conditions of the collective agreement will apply to the participants with the following exceptions:
  - a. Participants will not accrue service seniority or time towards the attainment of regular status during the pre-employment program, except that:
    - i. If a participant successfully completes a program and, within 12 months after completion is employed in a related job or accepted into a related regular training program, the participant will receive credit for the time spent in the program for purposes of corporate service, union seniority, and attainment of status.

- ii. If a participant successfully completes a program and, within 12 months of completion is employed in a related job or accepted into a related regular training program, the participant may receive credit for time spent in the program for the purpose of future progression. The amount of credit will be determined by the circumstances of the specific program.
  
  - b. Participants will be paid an appropriate hourly rate of pay during the entire pre-employment program. The rate will be determined by the circumstances of the specific program. If the participant is receiving income from another source for participation in the pre-employment program, such income will offset the wages paid by Manitoba Hydro.
  
  - c. Participants will not be subject to being displaced or bumped under the terms of the collective agreement during the pre-employment program.
  
  - d. Section J, Articles 2 and 3 (Northern Trips and Northern Leave) of the collective agreement will not apply.
  
  - e. With the exception of participants whose families are living in corporate accommodations, Section H, Article 1 (Weekend Travel) of the collective agreement will apply. If a participant does not leave their work location and return to their Headquarter Zone on weekends, or following each tour of duty, they will be eligible for an unpaid leave of absence (of up to two days) after the initial job readiness training plus 30 calendar days and once every 30 calendar days thereafter. Employees will arrange such leaves with their immediate supervisors. Reasonable travel costs for a participant to return home during this leave of absence will be paid by the Corporation.
5. The union will be notified of all pre-employment programs undertaken by the Corporation.

Agreed this 19 day of November, 2012.

  
\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department

  
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M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.



**LETTER OF UNDERSTANDING #17/2012-15**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**RE: THOMPSON HOURS OF WORK**

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This letter will confirm the understanding reached between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to permanent hours of work for Thompson.

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

Agreed this 19 day of November, 2012.

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A. Calista  
Manager  
Employee Relations Department

\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.



**LETTER OF UNDERSTANDING #18/2012-15**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**RE: POWER LINE TECHNICIAN**

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This letter will confirm the agreement between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to the implementation of the Power Line Technician (PLT) program.

The intent of this agreement is to merge the Power Line and Power Cable Journeyman training programs into one. This will provide greater opportunity for staff and promote greater efficiency in operations. The parties agree that:

**1. Tools**

The PLT training program will be considered a rotational training program, and trainees will be eligible to purchase designated tools through payroll deduction.

**1. Eligibility**

It is understood that there will be a transition period during which only new candidates will be considered for training in the Power Line Technician program. The Corporation, in conjunction with IBEW, will jointly explore an effective process to cross train existing Power Line or Power Cable Journeyman in the Power Line Technician program. Operational realities and training resources will need to be considered. Work on the cross training process will begin once the design and development of the Power Line Technician Program is complete.

## 2. Future Vacancies

- a) Where training EFT's must be filled, they will be advertised as Power Line Technician trainees using the Training Opportunity bulletins, and will be open to all qualified Manitoba Hydro employees (except existing Journeyman and trainees in the cable and line trades programs during the transition period).
- b) Once Power Line Technicians begin graduating from the training program all permanent staff status District Power Cableman, Live Line Journeyman or Assistant District Operator vacancies will be posted in accordance with Section E, Article 1, indicating both the new classification and the existing classification (i.e. Power Line Technician/Assistant District Operator). Selections will be made based on the provisions of Section E, Article 2, recognizing that current Journeyman along with new PLT Journeyman may meet posted qualifications.
- c) Because Manitoba Hydro's percentage of overall underground plant continues to increase, the Corporation needs to monitor its ongoing operational work requirements. As needs dictate the Corporation may convert positions from an overhead line trades requirement to an underground cable trades requirement.


## 3. Red Seal Certification

The Corporation and the union recognize there is a joint benefit for line trades staff to acquire Red Seal certification. Accordingly, the Corporation is committed to supporting Red Seal certification for line trades employees.

The Corporation's commitment to the Red Seal program will be as out lined in LOI #2/2012-15.

Agreed this 19 day of November, 2012.

  
\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department

  
\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, IBEW



**LETTER OF UNDERSTANDING #19/2012-15**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**RE: OPERATING TECHNICIAN PROGRAM**

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This letter will confirm the agreement between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to the implementation of the Operating Technician program in the Power Supply Business Unit (Generation North, Generation South and HVDC Divisions), effective date of signing.

The intent of this agreement is to create enriched work and to promote efficiency in operations. It would also reduce the amount of shift work required for operations. The parties agree that:

1. Appendix A - Classification Grade Table will be amended to include the classifications of Senior Operating/Electrical and Senior Operating / Mechanical Technicians at Pay Grade 25, and Operating/Electrical and Operating / Mechanical Technicians at Pay Grade 24. In order to recognize the unique dual certification and leadership components of the job, Senior Operating Technicians will be allowed to progress up to 5% beyond the regular Pay Grade 25 maximum (assuming that they have dual certification).

Schedule B will be amended to reflect the addition of Operating/Electrical and Operating/Mechanical Trainee and Journeyman classifications.

2. The Operating Technician training program will be considered a rotational training program. Every effort will be made to minimize the rotational requirements for staff status Station Operators, and Electrical, Mechanical Journeymen and Technicians who elect to participate in the Operating Technician Program.
3. Recognizing that Operating/Electrical and Operating / Mechanical Technicians and trainees are able and expected to perform duties in both operating and maintenance, where employees are required to work shift work, these employees will be designated as shift employees and will qualify for SAI premiums provided they have a rotation on the shift schedule. Those employees in stations that do not have shift work will not be designated as shift employees.



4. The Corporation and IBEW agree that, notwithstanding the right of each station crew to vote on their particular shift schedule, in order to balance tool time and time in the control room we will adopt schedules (minimum 10 weeks, maximum 12 weeks) which allow for approximately 2/3 of each schedule to be spent in the shop and 1/3 of the time to be spent in the control room. It is recognized that it will take some time (over the life of the contract) for stations to adopt this new schedule and that changes to this makeup may occur due to vacations, staff shortages, etc. Written notification will be given to affected employees by the Station Manager or delegate two shift schedules (twenty to twenty-four weeks) prior to implementation.

Should the staff not be able to agree on a shift schedule, the Corporation and IBEW agree that the existing schedule at each site as of the signing of this LOU shall be designated as the default schedule. Stations working day shift only or 8/6 operations would also be expected to adopt a 2/3 and 1/3 approach to balance tool time and control room time. It is understood that single skilled operators will maintain a shift schedule separate from the Operating Technician shift schedule that does not incorporate time out of the control room.

5. Positions at the Pointe du Bois Generating Station will be bid as single skill. The intention would be to revert to the Operating Technician model approximately six years prior to modernization or when the operational requirements shift to require an Operating Technician model.
6. It is understood that there will be a transition period during which time candidates with single trades training will be considered for posted Operating Technician vacancies if they are willing to undertake the necessary training to become qualified. The Corporation will begin to require completion of both trades as the minimum qualification for posted vacancies as of July, 2010. Employees who were enrolled in the program as of 2009 07 01, but have not yet had the opportunity to complete, will continue to be considered for these vacancies. Postings for Senior Operating Technicians will require completion of both trades as of July, 2010.
7. Opportunities to enter the Operating Technician Training Program will be as follows:
  - a) Remaining single skilled employees will be able to opt into the training program at any time, with training to commence as soon as practical. Employees will remain in their existing position.
  - b) Where training EFTs must be filled, they will be advertised using Training Opportunity bulletins, and will be open to all qualified Manitoba Hydro employees.

- c) Where permanent vacancies arise, they will be posted in accordance with Section E, Article 1.3. Selections will be made based on the selection criteria in #7 above and #10 below. An exception will be made during the transition phase (described in #7 above), where positions will be posted as a Training Opportunity and applicants with certification in only one of the required disciplines will be considered qualified for bidding purposes (the one required discipline will be identified on the circular).
8. The Corporation and IBEW agree that those single skilled employees who have not bid or opted into the program, will be allowed to use their IBEW seniority to bid on an Operating Technician position once in their career and will not require completion of the second skill. Persons on the grandfather list will not be held from progression to a job posting higher than his/her current classification as long as they meet the core trade job posting requirements. They must enter the Operating Technician program if that is a requirement of the job posting. If they are unable to fulfill the requirements of the job they will be removed from the position and placed in accordance with Corporate Policy. A listing of those grandfathered employees is attached to this LOU.
9. After July, 2010 every year Power Supply will post a minimum of two "Expression of Interest" opportunities for qualified power electricians and mechanics. This will help ensure that we maintain equal opportunities across Business Units. Interested single skilled employees from other business units will be given the opportunity to train on one year assignments in Power Supply leading towards fully qualified Operating/Electrical or Operating/Mechanical Technician status.
10. While the Corporation will endeavor to provide all interested employees with training in the second trade as quickly as possible, it may not be practical for all employees to commence training immediately. Training opportunities at each station will be based on the following criteria:
  - a) Correct balance of trades is maintained.
  - b) Selection will be in the following order of preference:
    - i. staff status senior applicants who have completed one of the station operator, electrical, or mechanical programs and who meet the minimum competency requirements.
    - ii. regular status senior applicants who have completed one of the station operator, electrical, or mechanical programs and who meet the minimum competency requirements.

11. In the event that positions currently classified as Station Operator, Assistant Station Operator, or Electrical/Mechanical Technician are designated as Operating Technician positions, employees in the positions affected will have the option of entering the Operating Technician Training program, or remaining in their existing classification and pay grade.
12. There will be a six-month evaluation period for both management and employees to assess their suitability and preference for Operating Technician duties. This evaluation period will begin with the commencement of training in the second trade.

For employees who opt into the program and remain in their existing position and the same work location, the employee will have the option of opting out of the program and returning to their base classification during the six-month evaluation period.

For employees who enter the program as the successful candidate on a posted vacancy, the employee's previous position will not normally be held for them.

An employee who opts out of the Operating Technician Program, or an employee who is removed for failure to maintain satisfactory progression in the Program, will not be allowed to re-enter for a one year period. Extenuating circumstances (i.e. family illness) will be reviewed by the Plant Managers involved prior to allowing an employee back into the program any earlier. Any employee, who opts out or is removed from the program a second time, will only be considered for future postings at management's discretion.

13. The parties recognize that one of the outcomes of the Operating Technician program is a phasing out of the requirement for standby. The parties agree that if an equipment problem occurs which would normally necessitate a call out, the standby person will continue to be called out. If there is an equipment outage the Operating Technician is qualified to resolve, he or she will begin the necessary work to get the equipment back in service. The parties agree to review the standby arrangements in place at each location with Operating Technicians on shift, with the view of modifying or eliminating the requirement for stand-by at the earliest opportunity.

14. Recognizing the unique role that senior staff play in ensuring the success of the Operating Technician program, and during the transition period only, up to three single skilled employees per station (1 operating, 1 electrical, 1 mechanical) shall be awarded a 5% salary adjustment. In addition to developing trainees and technicians which is an inherent role of each tradesperson, these employees may be required to develop/supervise projects, develop and/or present classroom and practical training, and be involved in assessing competency levels of trainees and technicians.
15. The following guidelines are intended to clarify the compensation treatment of participants in the Operating Technician Program.

- i. Trainee progression will be consistent with progression in other technical trades, and will be according to the following schedule. Credit for previous training and experience will be assessed by the Operating Technician Team and the Apprenticeship Branch and applied upon entry into the training program.

Operating Technician Trainee	Effective 2009 01 01
xxxA (6 months)	\$1,324.58 biweekly
xxxB (6 months)	\$1,324.58
xxC (1 year)	\$1,414.39
xxD (1 year)	\$1,592.72
xxE (1 year)	\$1,795.79
xxF (1 year)	\$2,035.95
xxG (1 year)	\$2,293.13
Oper/Tech Journeyman (1 year)	5% annual adjustment

Operating Technician (Pay Grade 24)

xxA*	5% annual review
B* progression on annual review	up to PG 24 performance point and regular progression to maximum

- xx Promotion subject to recommendation on annual review  
 xxx Promotion subject to recommendation on semi-annual review

\* Fully qualified level. Employees must have completed all requirements of the Operating Technician training program and the Provincial Apprenticeship Program, and have achieved Operating Technician status.

- ii. Progression for employees entering the Operating Technician training program from the Electrical Technician or Mechanical Technician classifications will be as follows:

a) Employee is currently at the maximum of Pay Grade 23:

Upon entry into the Operating trade (1 Certification)	maintain existing rate
After 50 lessons, 12 projects, and 4 levels of safety* plus passing the secondary switching exam	*5% adjustment
Upon completion of 113 lessons, 24 projects, primary switching and Station Operator exam	5% promotional increase and annual review up to PG 24 maximum

b) Employee is currently below the maximum of Pay Grade 23:

Upon entry into the Operating program	maintain existing rate
After 50 lessons, 12 projects, and 4 levels of safety*, plus passing the secondary switching exam	*5% adjustment
Upon completion of 113 lessons, 24 projects primary switching, and Station Operator exam	5% promotional increase and annual review up to PG 24 maximum

iii. Progression for Station Operators entering an indentured training program (electrical or mechanical) will be as follows:

c) Employee is currently at the maximum of Pay Grade 23:

Upon entry into the program	maintain existing rate
After 800 hours in core trade plus identified progression	*5% adjustment and held until completing the indentured program
Upon completion of the Program	5% promotional increase and annual review up to PG 24 maximum

d) Employee is currently below the maximum of Pay Grade 23:

Upon entry into the program	maintain existing rate for first 6 months and continued regular progression
Employee has at least 3 years post Journeyman experience, and has met identified progression for at least 6 months	*5% adjustment
Upon completion of the Program	5% promotional increase and annual review up to PG 24 maximum

iv. Industrial Mechanics:

Industrial Mechanics, pay grade 22, will be allowed to complete the lessons and projects associated with the Manitoba Hydro Mechanical Training Program and upon completion, will be reclassified to Mechanical Technicians, pay grade 23 with no upgrading of their academic qualifications. Academic upgrading would be required to participate in the operator training program.

Currently Industrial Mechanics hired into Operating Technician or trainee positions progress in pay grade 22, and are required to upgrade their maths and physics to qualify as Mechanical Technicians. Industrial Mechanics have already completed the four years of indentured schools associated with Manitoba Hydro's Mechanical Technician program, and have thus proven they have the required academic knowledge to complete. This would allow them to complete the remaining Manitoba Hydro portion (lessons and projects) and be qualified in pay grade 23. It is agreed that further academic upgrading would be required to enter into the operator training program (ie math and physics, AC/DC theory, etc). This upgrading is required to ensure they have the theoretical knowledge required for successful station operation.

v. Construction or Industrial Electricians

Construction or Industrial Electricians, pay grade 22, will be allowed to complete the lessons, projects, safety levels, switching and Station Operator exams; and upon completion, will be reclassified to Station Operators (pay grade 23) with no upgrading of their academic qualifications. Academic upgrading would be required to participate in the indentured Power Electrician program.

Currently Construction or Industrial Electricians hired into Operating Technician or trainee positions progress in pay grade 22, and are required to upgrade their maths and physics to qualify as Station Operators. By completing their four year indentured electrical program, they have already demonstrated that they have sufficient electrical theory to successfully complete the operating portion of the training program. It is agreed that further upgrading of math and physics is required prior to entering the indentured Power Electrician training program. This is seen as a measure to recognize staff that have taken on the Operator role, it is not intended to forego the qualifications required to become a Power Electrician nor to imply that our long term strategy would be to fill positions with anything but Power Electricians.

vi. Technologists

Technologists hired into the training program will be eligible for 5% after successful completion of 50 lessons, 12 projects, 4 levels of safety training, and secondary switching exam. After successful completion of all lessons and projects, primary switching, and the Station Operator exam, progress in pay grade 23. Progression beyond the maximum of pay grade 23 will not occur until successful completion of the second indentured trade (Mechanical or Power Electrician).

Currently we hire some technologists into the training program. Although they have the theoretical knowledge to more quickly adapt to station operation, we hold them at 15% above the minimum of pay grade 22 when working as "first chair". This would allow them to progress in pay grade 23 as a Station Operator. They would be held at this rate until they complete their second trade.

vii. Trainees

Revise Article E 3.2.2 of the IBEW Collective Agreement to include Trainee F and Trainee G with Assistant Station Operators to be eligible for 5% above their rate for assuming first person on shift.

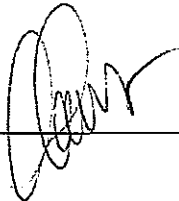
The current collective agreement on appointing trainees as first person on shift does not encompass the trades enhancements that were realized over the life of the past contract. Currently it suggests that trainees who assume first person on shift be compensated at 15% above the minimum of pay grade 22. Trainees who are at the F or G level are compensated at a higher rate, and should be included with Assistant Station Operators who are paid 5% for assuming first chair duties. This would provide the cash incentive for staff to finish their operating program and assuming higher responsibilities.

viii. Existing Technicians Obtaining Operating Skill set

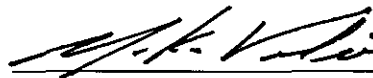
Salary progression for the operator training for single skilled technicians should be competency based.

Currently we award 5% after six months in the operating trade and satisfactory progress, and a further 5% after completion. Completion is currently defined as two years. The recommendation is to move from time based compensation levels, to competency based compensation levels. The initial 5% would be granted after the successful completion of 50 lessons, 12 projects, 4 levels of safety training and the secondary switching exam. Reclassification to an Operating Technician would occur after successful completion of 113 lessons, 24 projects, all safety levels, primary switching exam, and the Station Operator exam. Some employees (seasoned Power Electricians, Technologists) may be able to demonstrate competency in less time than the current program allows. Others may take the full two years or longer to complete. In all cases, no one would progress until full competency was achieved.

Agreed this 4 day of January, 2012<sup>3</sup>.



A. Calista  
Manager  
Employee Relations Department



M. Velie  
Business Manager  
Local Union 2034, IBEW





LETTER OF UNDERSTANDING #20/2012-15  
Between  
MANITOBA HYDRO  
and  
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

RE: NON-CERTIFIED CARPENTERS -  
ATTENDANCE AT APPRENTICESHIP SCHOOL

---

This letter will confirm the understanding reached between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers regarding the salary treatment for Non-certified Carpenters when in attendance at Provincial Government Indentured (Carpentry) Apprenticeship Schools.

When in attendance at authorized carpentry apprenticeship schools at the direction of Manitoba Hydro, the following will apply:

1. When in attendance at school at the direction of Manitoba Hydro, Non-Certified Carpenters will have their salary adjusted to the Trades Trainee "E" rate. When they return to work at Manitoba Hydro in the capacity of a Non-Certified Carpenter, their salary will be returned to the Non-Certified Carpenter rate that they were at prior to attending school. Upon successfully completing the Carpentry Apprenticeship training and acquiring the necessary hours required, they would be reclassified to a Journeyman Carpenter and be eligible for applicable salary treatment.
2. The terms and conditions of the LOU#4/2012-15, Indentured Apprenticeship Schools, will also apply to employees in attendance at Carpentry Apprenticeship Schools at the direction of Manitoba Hydro.

Agreed this 19 day of November, 2012:

  
\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department

  
\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, IBEW



**LETTER OF UNDERSTANDING #21/2012-15**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**RE: SENIOR YEARS APPRENTICESHIP OPTION PROGRAM (SYAO)**

---

This letter will confirm the understanding reached between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to implementation of the Senior Years Apprenticeship Option Program (SYAO).

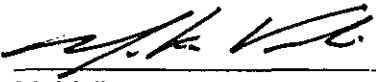
The SYAO program is designed to allow students completing Senior 3 and 4 the ability to earn credit hours towards an approved apprenticeship program. Students have the opportunity to combine regular school instruction with paid, part-time, on-the-job training. Through a partnership between Manitoba Apprenticeship Branch, Manitoba Education and the sponsoring employer, students have the ability to earn up to a maximum of 8 supplemental academic credits towards graduation (mature students have the ability to earn up to a maximum of 6 supplemental academic credits towards graduation).

1. There will be no guarantee of employment beyond graduation. Following graduation from high school, participants may be hired into one of Manitoba Hydro's trades training programs in accordance with established training program hiring practices. If the SYAO hours accumulated are applicable to the trades program hired into, the individual will be credited those hours.
2. Students hired into one of Manitoba Hydro's training programs will receive service in accordance with Article C 1.2.4.
3. All terms and conditions of the collective agreement will apply to participants with the following exceptions:
  - a. Hours of work will be in accordance with the schedule agreed upon between the sponsoring employer and the high school.
  - b. If a participant is receiving income from another source for participation in the program, such income will offset the wage paid by Manitoba Hydro.
4. All students hired prior to the start of the SYAO program (September 2008) will be paid at the general student rate of pay.
5. Part-time students entered into the SYAO program will continue to be paid at the general student rate of pay.

6. Mature students entered into the SYAO program whose apprenticeship does not fall under one of Manitoba Hydro's major recruitments will be paid at the current Laborer Input Rate B.
7. Mature students entered into the SYAO program whose apprenticeship does fall under one of Manitoba Hydro's major recruitments (i.e. Power Electrician, Power Supply Worker) will be paid at the current Pre-Placement Trades Trainee rate of pay.
8. Participants in the SYAO program, who work approved apprenticeship hours during the summer, will only receive apprenticeship hour's credit, not academic credit hours.
9. Upon request, the Corporation will provide the union with the names of SYAO participants.

Agreed this 19 day of November, 2012.

  
\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department

  
\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.



LETTER OF UNDERSTANDING #22/2012-15  
Between  
MANITOBA HYDRO  
and  
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

RE: NORTHERN LEAVE FOR EMPLOYEES  
TEMPORARILY ASSIGNED TO THE WUSKWATIM PROJECT

---

This letter will confirm the understanding reached between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to the Northern Leave for employees who are temporarily assigned to the Wuskwatim project.

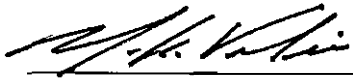
The parties agree to amend the Northern Leave provisions of Article J3.3.1 for employees temporarily assigned to the Wuskwatim Project as follows:

J3.3.1 An employee who is assigned to work at a non-isolated, non-remote or remote location as defined in Article J2.1.2 and is not in receipt of Northern Allowance, shall be granted a minimum of 2 working days or up to a maximum of 1 work week leave without pay for the purpose of returning to the employee's residence or other point in Manitoba once every 21 calendar days during the assignment at the location (subject to Article J3.3.1.3). For the purpose of scheduling, this leave will be granted not more than 10 days prior to or following the completion of 21 days at the work site. Leave will be granted upon written request to the employee's supervisor. Reimbursement will be as defined in Article J3.4. Once the leave has been granted an employee may elect to use banked overtime or vacation credits in lieu of leave without pay for his/her northern leave.

All other terms and conditions of the collective agreement will continue apply.

Agreed this 19 day of November, 2012.

  
\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department

  
\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.



**LETTER OF UNDERSTANDING #23/2012-15**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**RE: ELECTRICAL/INSTRUMENTATION TECHNICIAN**

---

This letter will confirm the agreement between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to the implementation of the Electrical/Instrumentation Technician Program in the Brandon Generating Station. Subject to operational requirements, Selkirk Generating Station may also elect to participate in this program at a future date.

The intent of this agreement is to create enriched work for appropriately skilled employees, and to promote efficiency in operations. The parties agree that:

1. Opportunities to enter the Electrical/Instrumentation Technician Training Program will be as follows:
  - a) Where existing Station EFTs are used, each Station will invite expressions of interest and select from the on-site staff, based on the selection criteria in #4 below. Employees will remain in their existing position.
  - b) Where permanent vacancies arise, they will be posted in accordance with Section E, Article 1. Selections will be made based on the selection criteria in #3 below. Where positions are posted as a Training Opportunity, applicants with certification in only one of the required disciplines will be considered qualified for bidding purposes (the one required discipline will be identified on the circular).

2. Selection of Electrical/Instrumentation Technician Trainees will be based on the following Station criteria:
  - a) Correct balance of trade combinations is maintained.
  - b) Selection will be in the following order of preference:
    - i. senior applicants who have completed one of the electrical or instrumentation programs and who meet the minimum qualifications.
    - ii. other applicants, based on their ability to meet the minimum qualifications.
  
3. While the Corporation will endeavour to provide all Electrical/Instrumentation Technician Trainees with training in the second trade as quickly as possible, it may not be practical for all employees to commence training immediately. Training opportunities at each station will be based on the following criteria:
  - a) Correct balance of trades is maintained.
  - b) Selection will be in the following order of preference:
    - i. staff status senior applicants who have completed one of the electrical or instrumentation programs and who meet the minimum qualifications.
    - ii. regular status senior applicants who have completed one of the electrical or instrumentation programs and who meet the minimum qualifications.
  
4. Progression for employees entering the Electrical/Instrumentation Technician training program from the Electrical Technician or Instrumentation Technician classifications will be as follows:
  - a) Employee is currently at the maximum of Pay Grade 23:

Upon entry into the Electrical/ Instrumentation Technician Program	maintain existing rate for first 6 months
After 6 months plus identified progression	*5% adjustment and held until completing the Electrical/Instrumentation Technician Program

Completion of the Electrical /  
Instrumentation Technician Program

5% promotional increase  
and establish new annual  
review for progression up to  
PG 24 maximum

b) Employee is currently below the maximum of Pay Grade 23:

Upon entry into the Electrical /  
Instrumentation Technician Program

maintain existing rate for  
first 6 months and continued  
regular progression

Employee has at least 3 years  
as a journeyman and has completed  
6 months in the Electrical/Instrumentation  
Technician Training Program

\*5% adjustment

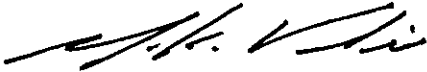
Upon completion of the Electrical /  
Instrumentation Technician

5% promotional increase  
Program and establish new  
annual review for progression  
up to PG 24 maximum

\* 5% adjustment reflects training in Electrical/Instrumentation Technician  
secondary trade for 6 months. Progression based on Pay Grade 23 to 5%  
above maximum.

Agreed this 4 day of January, 2012<sub>3</sub>

  
\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department

  
\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, IBEW



**LETTER OF UNDERSTANDING #24/2012-15**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**RE: PERSONNEL RISK ASSESSMENTS**

---

This letter will confirm the agreement between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to the implementation of the revised Corporate Policy G45D - Personnel Risk Assessments. As noted in the Arbitration Award dated June 30, 2010, the Corporation has the right to implement this policy and the union has the right to grieve the Corporation's application of the policy going forward with respect to:

- a) challenging the necessity of a PRA for certain positions or classifications; and
- b) challenging the not clear designation for individual employees.

If/when grievances are filed that require resolution through arbitration, the parties agree to replace the normal arbitration process as outlined in Article A7 of the collective agreement with the following, in an effort to expedite the process:

1. The parties have agreed to three arbitrators to form a roster for the purposes of grievances under this Policy. The parties agree that they will provide each of the three arbitrators with background material on this subject including the Arbitration Award dated June 30, 2010, the Policy, case law and the PRA process flow chart. The parties agree that it would be beneficial to have a meeting with each of the appointed arbitrators so that they may provide further background. Once the arbitrators agree to be on the roster, their names will be included as an attachment to this Letter of Understanding.
2. As grievances under this Policy are referred to arbitration, matters shall be referred on a rotation basis, or as otherwise mutually agreed in consideration of the arbitrator's availability.
3. The parties agree that it is beneficial to have a less formalized process and the strict rules of evidence will not necessarily apply. Rather than calling formal evidence, presentations can be made and the arbitrator will be free to ask the individual employee and/or the managers about specifics about the job and work location.



4. The parties agree there is no need for extensive reasons in the arbitrator's decision, but that the arbitrator should include the points that lead him/her to conclude that the position requires or does not require a PRA and/or that the clear or not clear designation is overruled or upheld. Where necessary, the parties may ask the arbitrator for clarification and/or more extensive explanation so that the ruling can be applied in other similar circumstances.
5. The parties agree to review this process as necessary.

Agreed this 19 day of November, 2012.

  
\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department

  
\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, IBEW

**LIST OF ARBITRATORS**

Blair Graham, Q.C.  
Kristin Dangerfield  
Patrick Riley



LETTER OF UNDERSTANDING #25/2012-15  
Between  
MANITOBA HYDRO  
and  
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

RE: PERSONAL VEHICLE RATES

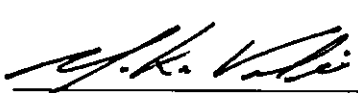
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This letter will confirm the understanding reached between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to personal vehicle rates.

Within six months of the ratification of the collective agreement, the Corporation will meet with IBEW to review the formula and criteria used to calculate personal vehicle rates. The parties further agree to meet annually coincident with the review. It is understood that IBEW can provide input into the process.

Agreed this 19 day of November, 2012.

  
\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department

  
\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.



LETTER OF UNDERSTANDING #26/2012-15  
Between  
MANITOBA HYDRO  
and  
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS


RE: TIE-BREAKER MECHANISM FOR JOB SELECTIONS

---

This letter will confirm the understanding reached between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to establishing a tie-breaker mechanism for job selections.

Where applicants meet the minimum qualifications as established on the job posting AND have equal ability to do the job, qualifications, past performance, and seniority, as determined by the hiring supervisor (under Section E2.1), the Corporation will develop an objective test based on the posted responsibilities and principal functions of the position, which will be used as the final determiner in awarding the position.

Agreed this 19 day of November, 2012.

  
\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department

  
\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.



LETTER OF UNDERSTANDING #27/2012-15  
Between  
MANITOBA HYDRO  
and  
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

RE: MULTI-LEVEL JOB CLASSIFICATIONS

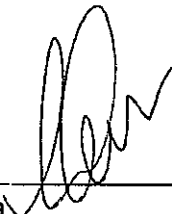
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This letter will confirm the understanding reached between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to conducting a review of classification levels.

During the term of the collective agreement, Manitoba Hydro will review and evaluate the ongoing business requirements of the following multilevel classification groups with the view of eliminating unnecessary levels.

Admin Rep	Construction Inspector	Diesel Tech
District Support Rep	District Support Worker	Engineering Tech
Fleet Parts Supplier	Fleet Tech	Laboratory Tech
Machinist Tech	Mechanical Tech	Operator Driver
Service Worker	Storekeeper	Survey Tech
Telecontrol Tech	Utility Worker	

Agreed this 19 day of November, 2012.

  
\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department

  
\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.



**LETTER OF UNDERSTANDING #28/2012-15**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**RE: REST TIME**

---

This letter will confirm the understanding reached between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to amending rest time provisions on a trial basis.

D1.10 It is the intent of the parties to this agreement to provide the rest time but where this is not possible in an emergency, the major consideration shall be employee's safety.

D1.10.1 Employees eligible for rest time should take their rest time entitlement unless advised by their Supervisor to report to work.

**SIXTEEN (16) CONSECUTIVE HOURS OF WORK**

D1.10.2 Employees who work 16 hours in any 24 hour period will be granted 8 consecutive hours of off duty time. If any portion of the 8 consecutive hours of off duty time overlaps their normal working hours, there will be no loss of regular pay.

If it is necessary for employees to work without 8 consecutive hours of off duty time after 16 hours of work in any 24 hour period, such work shall be paid at the equivalent of triple time until 8 consecutive hours of off duty time is provided.


Employees have a responsibility to inform their supervisor when they are approaching 16 hours of work in any 24 hour period of work and triple time is subject to supervisory approval.

D1.11 The rest time provisions of Articles D1.10.3 and D1.10.4 will not apply in the following situations:

D1.11.7 When employees work 8 or less hours on a normal day of rest. When employees work more than 8 hours, Article D1.10.4 will apply.

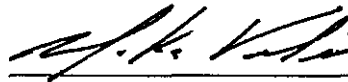
- *This language is being introduced on a trial basis for a minimum of 1 year from the date of ratification. Should either party wish to terminate this agreement, these provisions may be discontinued by providing 30 calendar days written notice to the other party.*

Agreed this 19 day of November, 2012.



---

A. Calista  
Manager  
Employee Relations Department



---

M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.

**LETTER OF UNDERSTANDING #29/2012-15**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**RE: Water/Wastewater Facility Operator**

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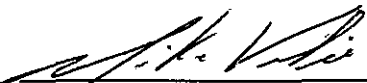
This letter will confirm the understanding reached between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to adding the classification of Water/Wastewater Facility Operator to the Salary Schedule in Appendix A of the collective agreement.

The parties agree to add the following classification:

- Water/Wastewater Facility Operator Pay Grade 21

Agreed this date: April 3<sup>rd</sup>, 2013

  
\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department

  
\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.



**LETTER OF UNDERSTANDING #30/2012-15**  
**Between**  
**MANITOBA HYDRO**  
**and**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**RE: MEMORANDUM OF SETTLEMENT ITEMS**

---

This letter will confirm the understanding reached between Manitoba Hydro and Local Union 2034, International Brotherhood of Electrical Workers with respect to items included in the Memorandum of Settlement signed on April 18<sup>th</sup>, 2012 that were not included in specific articles within the collective agreement.

The following items were agreed to in the signed Memorandum of Settlement, dated April 18<sup>th</sup>, 2012:

1. **Benchmarking Study** - A benchmarking study will be conducted by an independent third party to review the total compensation package of Manitoba Hydro employees relative to comparable utilities across Canada taking into account regional cost of living differences. The independent third party will be selected by a steering committee comprised of equal representatives from each party (max of 3 per side).

Within 30 calendar days of ratification of a new Collective Agreement, the steering committee will be struck and will meet to develop the Terms of Reference. The Terms of Reference will be agreed upon within 60 days of ratification.

The study will be equally funded and owned by Manitoba Hydro and IBEW and the results of this study will be used as a future reference point relating to market positions.

Within 60 calendar days of receiving the first finalized report from the independent third party, Manitoba Hydro commits to meeting with IBEW for the purpose of reviewing the results in detail.

It is the intent of the parties to keep the report current during the term of the Collective Agreement. The mechanism to keep the report current will be agreed upon between the parties.

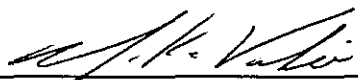
2. **Banked Vacation** - IBEW members actively on the payroll as of January 1, 2014 will receive a onetime allotment of banked vacation equal to 7.92 hours.

IBEW members actively on the payroll as of January 1, 2015 will receive a onetime allotment of banked vacation equal to 7.92 hours.

Once the items noted above have been satisfied, this letter of agreement will expire.

Agreed this date: April 3, 2013

  
\_\_\_\_\_  
A. Calista  
Manager  
Employee Relations Department

  
\_\_\_\_\_  
M. Velie  
Business Manager  
Local Union 2034, I.B.E.W.

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This section has been developed by the parties to assist in interpreting the collective agreement.

**Abuse of sick leave [ F3.4 ]:**

- *The Improper use of sick leave for other than its intended purpose.*

**Alternative employment [ 11.25 a ) ]:**

- *A temporary or permanent job other than the employee's present job.*

**Applicant closest to meeting the minimum qualifications [ E2.1.1 ]:**

- *The applicant for whom it is possible to achieve the minimum required qualifications in the shortest amount of time.*

**As equitable a manner as is possible [ D1.6 ]:**

- *Observably impartial, just and unbiased.*

**Assembly point [ H3.6 ]:**

- *The geographic location at which an employee reports to work.*

**Base position [ C1.1.8.3 ]:**

- *The position that an employee holds with the Corporation on a permanent basis or has an on-going claim to until expressly released or until the employee bids out of on a permanent basis.*

**Basic rate of pay [ B2.2 ]:**

- *An employee's current rate of pay (hourly or bi-weekly) not including add-ons, premiums, etc*

**Bumping [ 11.25 c ) ]:**

- *The act of displacing another employee by virtue of one's seniority.*
- *The practice of placing of an employee into a job occupied by the junior employee in a different classification in the same or lower pay grade.*

**Call-out [ D1.2.1. ]:**

- *A request to perform unscheduled work received by an employee between his/her normally scheduled quitting and starting times.*

**Casual Status [ C1.1.6 ]:**

- *Positions which require work on an as-needed basis, normally without regular scheduled daily or weekly hours of work.*

**Classification Seniority Date [ C2.2.1 ]:**

- *The date an employee enters his/her classification.*

**Continuous operating basis [ C4.6.2.4 ]:**

- *Operations that require staffing on a 24 hour per day , 7 day a week, basis.*

**Continuous service [ C1.2.4 ] [ F4.1.2 ]:**

- *Employment that is uninterrupted by layoffs, leaves without pay, or terminations.*

**Continuous work [ D1.1 ]:**

- *Work that is uninterrupted by rest periods in excess of 30 minutes.*

**Corporation Holiday standby [ D3.3]:**

- *All hours commencing at what would be the normal starting time on a Corporation Holiday, through to what would be the normal starting time of the next work day, day of rest, or Corporation Holiday (whichever takes place next).*

**Defined period of time [ D2.2 ]:**

- *On a **weekday** - 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 24 hour period from the employee's normal start time. (e.g. 8 a.m. to 8 a.m. / 12 noon to 12 noon / 4:30 p.m. to 4:30 p.m.)*

**Designated relief operator** [ C4.9.1.1 ]:

- *An employee who is not required for normal operating shift requirements and who on a rotating basis is designated on the shift schedule to work the day shift for periods in excess of two (2) work weeks. (Working a "float" day shift to balance required basic working hours does not constitute a "relief" shift.)*

**Displacement** [ 1.25 b ) ]:

- *The practice of placing an employee into a job occupied by the junior employee in the same classification.*

**Domestic shift** [ C4.5 ]:

- *Any shift referred to in Articles C4.6.1 and C4.12.2 and which is not worked in consecutive hours.*

**Duly authorized representative** of the Union [ A7.2 ]:

- *Any member of the IBEW or its staff who is designated by the Business Manager to represent the interests of either the Union or one of its members.*

**Emergency conditions** [ D1.10.2 ]:

- *Unforeseen set of events which call for immediate attention.*

**Emergency work** [ D2.2 ]:

- *Work resulting from emergency conditions.*

**Employees' normal starting time** [ D1.10.3.1 ]:

- *The time at which an employee begins his or her regularly scheduled work day or shift.*

**Endeavour to provide** [ C5.1 ]:

- *Make all reasonable efforts to ensure that...*

**Float Employees** [ F1.3.1.2 ]:

- *A shift work employee who does not have an assigned shift as "Day shift", "Night shift" or "Evening shift" but rather works the "Float Shift". Under normal circumstances this employee works the same hours as the day shift employee but may be used for fill in for absent personnel (vacation, sick, family responsibility, etc.) or as an extra person on a shift. All applicable rules covered under Article 4: Shift Employees of the collective agreement will apply.*

**Float Shifts** [ C4.9.1.1 ]:

- *Shift in which it does not have a set shift rather one that can be turned into a "day shift", "evening shift" or "night shift". This shift is normally used when there are more than the required complement of employees to run a certain shift (i.e.: in a generating station, more than the lead operator and second chair operator). This shift is normally assigned the same hours as the "day shift" unless it needs to be changed for coverage reasons (i.e.: absent employee). All applicable rules covered under Article 4: Shift Employees of the collective agreement will apply.*

**Formal Training Program** [ 11.29.1.1.1 ]:

- *Manitoba Hydro sponsored training program leading to a recognized trade, designation, certification or job classification.*

**Full compensation for time lost** [ A7.5 ]:

- *All salary, premiums, differentials, benefits, and accruals that would have flowed to the employee had there been no interruption in employment.*

**Intermittent operating basis** [ C4.6.2.3 ]:

- *Operations that occur on a recurring but non-continuous basis.*

**Isolated** [ J2.1.2 ]:

- *Northern location not connected to the southern system by an all-weather road or highway.*

**Most direct road route** [ H1.3 ]:

- *The shortest serviceable all weather road route. Route may vary depending on road conditions and safety.*

**Non-isolated and Non-remote [ J2.1.2 ]:**

- *A northern location that does not meet the definition of an isolated or remote location.*

**Non-working Day Standby [ D3 ]:**

- *All hours commencing at what would be normal starting time during an employee's day or days of rest, excluding Corporation Holidays, through to what would be normal starting time of the following day or normal starting time of the next normal work day.*

**Normal Day of Rest [ D1.2.1.1 ]:**

- *Any day that is one of an employee's scheduled days off or a statutory holiday (where applicable).*

**Normal Hours [ F1.5 ]:**

- *An employee's regularly scheduled hours of work.*

**Normal Working Day [ D1.2.1 b )]:**

- *Any day that is not one of an employee's scheduled days off, vacation, or a statutory holiday (where applicable).*

**Normally scheduled quitting time [ D1.2.1 b )]:**

- *The end of an employee's regularly scheduled hours of work.*

**Overtime [ D1.2 ]:**

- *All work performed in excess of an employee's regularly scheduled hours of work.*

**Overtime Bank [ D1.14 ]:**

- *Record of overtime worked that is being credited for the purpose of receiving leave of absence with pay at a future date.*

**Part-Time Status [ C1.1.5 ]:**

- *Positions which require less than normal basic daily and/or bi-weekly hours of work on a scheduled year-round basis.*

**Pre-status Employees [ C1.2.2 ]:**

- *Employees who have not yet successfully completed their probationary period.*

**Probationary Period [ C1.1.8 ]:**

- *A period of 13 complete pay periods from a new employee's start date, or the equivalent in basic hours worked (not including leave without pay), during which time Manitoba Hydro assesses an employee's qualifications, performance and suitability for continued employment.*

**Progressive Classifications [ E4.1 ]:**

- *Levels of a classification that employees automatically progress through versus having to bid into.*

**Project Conditions [ C3.1.5 ]:**

- *Work undertaken by the Corporation as part of Nelson River Development from the point where the C.N.R. first crosses the Nelson River to the mouth of the Nelson River.*
- *Work at such other locations or work that the Corporation and the Union may mutually agree, including exploration, construction, extension (additions) and major structural rehabilitation work on generating stations and converter stations including associated switchyards and major transmission lines and who provide services to and/or primarily work in conjunction with contract work forces.*

**Qualified Employees [ D3 ]:**

- *Employees who meet all of the qualifications as outlined on a job posting.*

**Recall [ I1..25 d )]:**

- *Called back to work from a layoff.*

**Regular [ C1.1.2 ]:**

- *Positions which require full-time basic daily and bi-weekly hours of work where the requirement may not be on a continuous year-round basis.*



**Remote [ J2.1.2 ]:**

- *Locations that are accessible by an all-weather road and with 100 or more post classification points as determined by the Northern Allowance Formula or 960 or more road kilometres (600 miles) to Winnipeg.*

**Rest Time [ D1.10 ]:**

- *Time off without loss of pay, allotted to an employee to rest during normal working hours, when the employee has been required to work within the 8 clock hours prior to his/her normal start time.*

**Review Date [ E4.1 ]:**

- *The first calendar day of the month in which an employee is hired unless revised as a result of Personal Leave, Layoff, Sick Leave, Workers Compensation Leave, Maternity Leave, and/or Promotion to a higher classification.*

**Satisfactory Performance Record [ E2 ]:**

- *Employee performance record that attests to the individual's suitability for continued employment.*

**Scheduled Vacation [ D3 ]:**

- *Vacation time that has been approved by the employee's appropriate supervisor.*

**Seasonal Status [ C1.1.3 ]:**

- *Positions which require full-time basic daily and bi-weekly hours of work at specific times of the year (less than six months of the year).*

**Selection is made (for the purposes of late bids) [ E1.1 ]:**

- *Point in time at which the recommendation has been sent for approval via e-recruitment or the hiring supervisor has discussed the selection with his/her manager and made a documented hiring recommendation.*

**Selection is made (for the purposes of filing a grievance)**

- *Point in time at which notification of a selection has been sent to applicants.*

**Service Seniority Date [ C2.2.2 ]:**

- *An employee's start date provided it is within 26 pay periods of attainment of status. In cases where an employee's start date predates their attainment of status by more than 26 pay periods, their Service Seniority Date will be the date which is 26 pay periods prior to their attainment of status.*

**Shift Addition (SA) Premium [ C4.6.1.4 ]:**

- *Premium paid to employees regularly working 24/7 shift operations, consisting of a percentage (currently 6.7%) applied to basic hours worked.*

**Shift employee [ C4.1 ]:**

- *Employee regularly assigned to a rotational shift schedule.*

**Hourly Shift premium [ C4.10 ]:**

- *Premium paid to designated shift employees required to work according to a shift schedule between the hours of 16:00 and 08:00 Monday to Friday, inclusive, when such work is according to an assigned shift and not as overtime, or between the hours of 00:00 and 24:00 on Saturdays, Sundays, or Corporate Holidays when such work is according to an assigned shift and not as overtime.*

**Shift schedule [ C4.2 ]:**

- *A work schedule consisting of a pattern of shift changes covering a 24 hour period.*

**Short Term Medical:**

- *Employee authorized Medical Information Release form required to be filled out by an employee's health care provider when a health related absence is expected to be greater than five consecutive working days.*

**Sick Leave Vesting [ F3.14 ]:**

- *Protection of sick leave credits at a predetermined rate as long as an employee maintains a required minimum sick leave credit balance.*

**Spouse [ J1.1.1 ]:**

- *A person to whom an employee is married, or who they represent as their spouse and with whom they have*

*cohabited for at least the immediately preceding 12 months.*

**Staff Status [ C1.1.1 ]:**

- *Positions which require full-time basic daily and bi-weekly hours of work on a continuous year-round basis.*

**Standby duty [ D1.11.5 ]:**

- *Specific hours outside the normal work day or work week period during which he or she must remain available and ready for immediate return to work.*

**Student Status [ C1.1.7 ]:**

- *A fulltime student of a high school, community college or university who is employed on a full-time basis between school terms or as a term, casual, part-time or seasonal employee.*

**Technical problems [ D2 ]:**

- *Problems requiring specialized knowledge and/or experience in order to be resolved.*

**Telecommuting [ C7.1 ]:**

- *an employee performing their job responsibilities on a periodic basis, during scheduled work hours, at a work site other than their primary work location*

**Term Status [ C1.1.4 ]:**

- *Positions which require full or part-time work for a specific job or for a specific duration of time.*

**Vacation Approval [ F2.3 ]:**

- *Confirmation from an employee's supervisor or manager that his/her formal request to take vacation for a specific period of time has been approved. Such approval may be given verbally or in writing. When given verbally, the parties are encouraged to obtain written confirmation of the approval as soon as possible.*

**Work Site [ H3.9 ]:**

- *A work point outside of an employee's headquarters zone or base site, and which may not have living accommodations in the immediate area.*

**Working Day Standby [ D3 ]:**

- *All non-working hours from the completion of work on that day up to the normal starting time of the following day, or up to what would be normal starting time on a day of rest or Corporation Holiday.*