

SOURCE	Co.		
EFF.	97	12	25
TERM.	2000	03	29
No. OF EMPLOYEES	750		
NOMBRE D'EMPLOYÉS	750		

Agreement Between

MANITOBA HYDRO

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 998

for the period December 25, 1997

to and including March, 29, 2000

ENTERED
Accepted

RECEIVED
 FEB 02 1998

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 24/3/98*

04116(06)

NEGOTIATING COMMITTEES

FOR MANAGEMENT

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M.G. Royal

V. Koschik

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FOR C.U.P.E., LOCAL 998

R.A. Maes

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THIS AGREEMENT made this 25th day of December, 1997 between:

MANITOBA HYDRO

(hereinafter referred to as the "Corporation")

OF THE FIRST PART,

and

CANADIAN UNION OF PUBLIC EMPLOYEES

Local 998

(hereinafter referred to as the "Union")

OF THE SECOND PART.

WITNESSETH as follows:



ARTICLE 1 SCOPE AND BARGAINING AGENT

- 1.1 This agreement shall apply to those employees of the Corporation within the bargaining unit defined in Certificate No. M.L.B. - 3162 issued by the Manitoba Labour Board, dated June 28, 1977, **who** are employed in the classifications set forth in Appendix "A", which is attached hereto and forms part of this agreement.
- 1.2 New classifications created during the term of this agreement, which fall within the scope of the said Certificate, shall be added to Appendix "A".
- 1.3 The Corporation recognizes Canadian Union of Public Employees, Local 998, as the sole bargaining agent for those employees of the Corporation to whom this agreement applies.
- 1.4 The Corporation recognizes and shall not interfere with the right of its said employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Corporation or any of its agents against any such employees because of membership or activity in the Union.
- 1.5 Without limiting the right of the Union to solicit employees to join the Union, the Union agrees that neither the Union nor its members, individually or collectively, will in any manner intimidate or coerce any employee of the Corporation with a view to influencing such employee to join the Union.
- 1.6 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.

ARTICLE 2 DURATION, RENEWAL OR REVISION OF AGREEMENT

- 2.1 This agreement shall become effective from and including the 25th day of December, 1997 except as otherwise expressly provided and shall continue in force and in effect up to and including the 29th day of March, 2000, and thereafter from year to year, as hereinafter provided unless renewed or terminated.
- 2.2 If either party to this agreement desires to renew or revise this agreement, then not less than ninety (90) calendar days nor more than one hundred and twenty (120) calendar days prior to the 29th day of March, 2000, such party shall give written notice to the other party of intent or desire.

- 2.3 Following receipt of the written notice referred to in Article 2.2 requesting a renewal or revision of the agreement, the parties shall exchange particulars related thereto not later than sixty (60) calendar days prior to the expiry date of the Agreement and be prepared to commence negotiations not later than fifty (50) calendar days prior to the expiry date of the Agreement.
- 2.3.1 Only those matters referred to in the said particulars shall be discussed at such negotiations unless otherwise mutually agreed upon.
- 2.4 The President of the Union, with prior approval from the Executive of the Union, and the Manager, Industrial Relations/Compensation 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.
- 2.4.1 During the period required to negotiate a renewal or revision of this agreement, this agreement and current Letters of Understanding shall remain in full force and in effect without change.
- 2.4.2 Upon coming into force of this agreement, any other agreement or existing Letters of Understanding, which are not renewed, shall be terminated.
- 2.5 No part of a renewed or revised agreement shall have a retroactive effect unless specifically so provided.
- 2.6 Should any law now existing or hereafter enacted, or any proclamation, regulation, or edict invalidate any portion of this agreement, the entire agreement shall not be invalidated thereby and either party hereto may reopen negotiations on the invalidated portion by giving notice to the other party.
- 2.6.1 Following receipt of the written notice and particulars of the invalidated portion of the agreement, the receiving party shall be prepared to commence negotiations within thirty (30) calendar days of receipt of said notice and particulars.

ARTICLE 3 STRIKE OR LOCKOUT

- 3.1 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 4 UNION DUES

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✓ 5

4.1 Commencing on the first payday following the execution of this agreement, and on each payday thereafter, the Corporation shall deduct from the wages of each employee covered by this agreement, beginning with the second pay period following commencement of employment and for each pay period thereafter, an amount equal to the regular biweekly Union membership dues established from time to time by the Union and shall pay said amount to the Union on behalf of the employee.

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

ARTICLE 5 UNION REPRESENTATION - COMMITTEES AND MEETINGS

5.1 The Union shall keep the Corporation informed at all times as to the names of its officers and members who may be appointed or elected from time to time to any executive, grievance or negotiating committee.

5.2 When practicable, meetings between the Corporation and the Union shall be held during regular working hours.

5.3 Subject to the provisions of Articles 5.4 and 5.5, employees who are representatives of the Union and who attend meetings held during regular working hours shall be deemed to be carrying on their normal work under this agreement and shall receive their usual remuneration from the Corporation while in attendance.

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

66
2

5.4.1 In the case of Workplace, Safety and Health Committees, the number of committees and number of representatives from C.U.P.E Local 998, will be determined jointly.

5.4.2 In the case of a grievance, a total of three (3) representatives.

5.4.3 In the case of a meeting referred to in Article 5.5, a total of five (5) representatives.

5.4.4 In the case of negotiations, conciliation, but excluding mediation and arbitration, nine (9) or less representatives for a maximum period of:

1033
P. 1033

a) sixty-three (63) man-days for negotiating a one (1) year agreement;

b) eighty-one (81) man-days for negotiating a two (2) year agreement;

c) ninety-nine (99) man-days for negotiating a three (3) year agreement.

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

ARTICLE 6 CORPORATION RIGHTS

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

ARTICLE 7 RIGHT OF THE CORPORATION TO INFORM EMPLOYEES

7.1 The Corporation has the right to make and to alter from time to time, rules and regulations to be observed by employees, provided that such rules and regulations do not conflict with the provisions of this agreement.

7.2 The Corporation shall have the right at any time to communicate directly with all employees, collectively or individually, by any means, in order to inform, advise or otherwise establish understanding on any subject of mutual interest.

ARTICLE 8 NOTICES

- 8.1 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.
- 8.2 Notice to the Corporation may be given or served by personal service on an officer of the Corporation or by sending the notice by registered mail, addressed to the Manager, Industrial Relations and Compensation Department, Human Resources Division of the Corporation, Post Office Box 815, Winnipeg, Manitoba R3C 2P4, or to such other office or to such other address as the Corporation may by notice in writing to the Union designate.
- 8.3 Notice to the Union may be given or served by personal service on the President of the Union or by sending the notice by registered mail, addressed to Canadian Union of Public Employees, Local 998, Union Centre, 703 - 275 Broadway, Winnipeg, Manitoba R3C 4M6 or such other address as the Union may by notice in writing designate.

ARTICLE 9 HOURS OF WORK

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

Seven and one-quarter (7 1/4) hours per day between 07:30 and 17:30 consisting of five (5) consecutive days Monday to Friday, inclusive, for a total of thirty-six and one-quarter (36 1/4) hours per week.

✓
34

36 hrs 15 min

- 9.1.1 The normal work week shall be as set out in Article 9.1. The exceptions to the normal work week include a modified work arrangement as provided for in Article 9.5, or the nine (9) day work cycle as provided for in Letter of Understanding #1/97.
- 9.2 Because of the nature of their duties and responsibilities, Public Affairs, Business and Right-of-way employees are required to work irregular hours and days of work, and pay for these conditions is included in the rate for the classification as provided in Appendix "A". Where regular daily hours outlined in Article 9.1 are exceeded, the employee will be granted compensatory time off on an equal time basis. Arrangement for such time off shall be confirmed within thirty (30) calendar days. For this reason the normal hours of work, shift and overtime provisions of this agreement will not apply except as provided in Article 9.2.1.

- 9.2.1 When Public Affairs, Business, or Right-of-way employees are directed to perform special assignments such as manning display homes and fair displays outside of regular hours of work, appropriate overtime rates will apply.
- 9.3 All hours shall relate either to system time or local time, whichever in the opinion of the Corporation is best suited to system operation.
- 9.4 An employee, temporarily assigned or transferred to a department or division where the hours of work differ from those to which he has been accustomed, shall work the regular hours set for the department or division to which he has been temporarily transferred or assigned. Any additional hours worked to meet the new schedule shall be paid for at his basic hourly rate.
- 9.5 When either the Corporation or a group of employees affected consider it desirable to establish a work day, a work week or a work schedule other than those described in this Article, any such changes shall only be made following mutual agreement.
- 9.6 When an employee requests to work additional hours in excess of the daily hours of work outlined in Article 9.1 as compensation for prearranged leave, he may, with approval of his supervisor, work up to a maximum of forty (40) hours per week (including the regular hours of work). Such exchange will be on an equal time basis and not on a rate of pay basis.

ARTICLE 10 SHIFT EMPLOYEES

- 10.1 A shift employee is one, who because of the nature of his work, performs daily duties during regularly scheduled hours on either a three (3) shift or a two (2) shift basis. A three (3) shift basis is recognized as a night, day and evening shift. A two (2) shift basis will normally be a day and evening shift. Employees will work shifts according to a shift schedule, which will be established by the Corporation, as necessitated by the job.
- 10.1.1 Night shifts shall be defined as those shifts in which the major portion of hours worked occurs between 24:00 and 08:00.
- 10.1.2 Day shifts shall be defined as those in which the major portion of hours worked occurs between 08:00 and 16:00.
- 10.1.3 Evening shifts shall be defined as those in which the major portion of hours worked occurs between 16:00 and 24:00.

10.2 An employee whose hours of work are not arranged according to a shift schedule shall not be known as a shift employee.

THREE SHIFT OPERATION

10.3 Eight (8) consecutive hours, inclusive of lunch periods, shall constitute a shift and therefore a day's work for a shift employee, when such time is not worked as overtime.

10.3.1 Pay for three (3) shift employees shall be calculated on the basis of straight time for seven and one-quarter (7 1/4) hours with the applicable rate of overtime applying to all hours worked in excess of the basic seven and one-quarter (7 1/4) hours.

TWO SHIFT OPERATION

10.4 Unless otherwise provided in Letter of Understanding #1/97 of this Collective Agreement, seven and one quarter (7 1/4) hours, exclusive of lunch periods, shall constitute a shift and therefore a day's work for a shift employee, when such time is not worked as overtime.

SHIFT PREMIUMS

10.5 Shift premiums shall be paid as follows to shift employees when such time is worked as an assigned shift and not as overtime:

	✓ 42-43	✓ 44-45
19/3/97	2.22	0.76
19/3/98	2.24	0.77
18/3/99	2.29	0.79

10.5.1 An hourly shift premium of four percent (4%) of Step 23 hourly rate shall be paid to designated shift employees required to work according to a shift schedule where the major portion of hours worked occur between the hours of 16:00 and 08:00 on Monday to Friday, inclusive.

10.5.2 An hourly shift premium of eleven point six percent (11.6%) of Step 23 hourly rate 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.

ARTICLE 11 OVERTIME

- 11.1 It shall be the responsibility at all times of an employee to maintain his normal work at a satisfactory state of completion.
- 37B
2
11.2 When an employee is requested to work beyond his regular hours of work, such hours will be considered as overtime and will be paid for at one and one-half times (1 1/2 x) the hourly rate provided in Appendix "A" for overtime worked during the first two (2) hours (excluding meal breaks) following the employee's normal work day. All other overtime work shall be paid for at the rate of double time (2 x).
- 11.3 The exceptions to Article 11.2 are as outlined in Articles 9.2, 9.4, 9.6, 11.4, 11.10.1, 12.1, 13.1, 13.3, 13.4, 15.7, 16.8, 34.2, 34.3 and 34.4.
- 11.4 In order to bring his work to a suitable conclusion, as a convenience to an employee and where an employee is away from his headquarters zone and where direct supervision is not available, an employee may elect to continue his work for a maximum of six (6) hours, including travel time beyond his normal working hours, in which case he will be paid for the six (6) hours or any portion thereof at his basic rate.
- 11.5 An employee who has worked overtime shall not be laid off to equalize such overtime.
- 11.6 It is understood that an employee will work such overtime and perform such work as the Corporation may deem necessary to maintain efficient operations and render appropriate service in connection with its obligations to supply electric power on a continuing basis. However, it is also understood that the Corporation will not unreasonably deny a request from an employee that he be excused from an overtime work assignment, nor discriminate against an employee who requests to be excused from an overtime work assignment.
- A0
2
11.7 Unless specifically provided in this agreement, premium rates of pay will not be compounded.
- 11.8 An employee who, because of a call-out, has not had eight (8) hours rest in the ten (10) hour period prior to his normal working hours shall be granted either time off without loss of pay beginning at his normal starting time equivalent to the shortfall of rest time, or when requested will continue to work these hours at twice (2 x) his basic rate of pay plus straight time for the amount of time that his rest period overlaps his normal working hours, after which he shall revert to his basic rate of pay.
- 37G
0
11.8.1 It is the intent of the parties to this agreement to provide the rest time but where this is not possible in an emergency, the major consideration shall be the safety of the employee.

- 11.9 When an employee is not notified of cancellation of prescheduled overtime prior to his normally scheduled quitting time on the regular work day preceding the overtime requirement, he shall be paid for two (2) hours at his basic rate. When the employee is not notified and reports to work and the overtime work is cancelled, he shall be paid two (2) hours at double time.

BANKING OF OVERTIME

✓ 11.10 With prior approval, an employee may elect to bank overtime hours worked and credit these hours to an "overtime bank" for the purpose of receiving leave of absence with pay at a future date, working conditions permitting. Overtime will be accumulated in the "overtime bank" at the hour value that it is earned, e.g., time and one-half (1 1/2 x) for one (1) hour worked is equal to one and one-half (1 1/2) hours in the bank. The maximum allowable hours to be credited to the bank during a vacation year shall be equivalent to one (1) week (forty (40) hours).

41
1

- 11.10.1 When the "overtime bank" is fully credited and an employee who is requested to work overtime chooses to exchange work for time off, or time off for work, such exchange shall be at a mutually agreed time on an equal time basis, and not on a rate of pay basis. Arrangements for such time off shall be confirmed within thirty (30) calendar days.
- 11.10.2 In the event the employee is instructed to take the time off in lieu of pay such time off will be on a rate of pay basis and not on an equal time basis.
- 11.10.3 Banked overtime will be taken at a time mutually agreeable to the employee and his Supervisor, normally in units of not less than one (1) work day.
- 11.10.4 On request, an employee may have his total overtime bank, or any portion thereof, paid off at the employee's current basic rate of pay.
- 11.10.5 When all banked overtime cannot be taken during a vacation year, an employee may carryover the remaining overtime credits to the following vacation year. The employee may bank and utilize, working conditions permitting, an additional forty (40) hours in the following vacation year providing the total of outstanding carried over and currently banked credits at no time exceeds forty (40) hours.

ARTICLE 12 CALL-OUT AND STAND-BY

CALL-OUT

- 12.1 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 his last normal working day prior to the overtime requirement.
- 12.2 When an employee is called out to perform overtime work, he shall receive not less than ~~two~~ (2) hours at ~~two~~ times (2 x) his basic rate.
- 12.2.1 If the ~~call-out~~ occurs less than ~~two~~ (2) hours prior to the commencement of the regular work day, he shall receive a minimum of one (1) hour pay at ~~two~~ times (2 x) his basic rate.

STAND-BY

- 12.3 An employee directed to be available for work outside his normal hours of work will be eligible for stand-by pay in accordance with Article 12.4 for non-working hours.
- 12.3.1 Working Day
- Stand-by 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.
- 12.3.2 Non-Working Day
- Stand-by shall consist of all hours commencing at what would be normal starting time during an employee's day(s) 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.
- 12.3.3 Corporation Holiday
- Stand-by 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.

12.4 STAND-BY RATES OF PAY

12.4.1 Working Day Stand-by

Sixty-seven percent (67%) of Step 23 hourly rate per day for all non-working hours as outlined in Article 12.3.1.

12.4.2 Non-working Stand-by

One hundred and thirty-seven percent (137%) of Step 23 hourly rate per day for all non-working hours as outlined in Article 12.3.2.

12.4.3 Corporation Holiday Stand-by

One hundred and ninety-two percent (192%) of Step 23 hourly rate per day for all non-working hours on a Corporation Holiday as defined in Article 12.3.3.

12.5 Stand-by rates of pay will apply in addition to appropriate rates of pay for call-outs and during periods of planned overtime work.

12.6 Stand-by duty will normally be scheduled and posted with five (5) days advance notice; however, in an emergency situation, the notice period shall be waived.

12.6.1 An employee assigned to stand-by duty without five (5) days notice, will receive pay at one and one-half (1 1/2 x) times the basic stand-by rate for each day the notice period is short of five (5) days and then revert to basic stand-by rates.

12.7 It is understood that an employee will make himself available for stand-by duty as the Corporation deems necessary; however, it is also understood that the Corporation will not unreasonably deny a request from an employee that he be excused from stand-by duty, nor discriminate against an employee who requests to be excused from stand-by duty.

12.7.1 An employee wishing to be relieved from stand-by duty for reasons other than scheduled vacation, sickness or family emergency, must arrange for a qualified replacement to be approved by his immediate supervisor.

✓
49
flat amount

ARTICLE 13 TRAVELLING TIME

- 13.1 Travel time outside an employee's regular hours of work will be paid for at straight time rates, except as provided in Articles 13.2, 13.3, 13.4, 14.5.2, 34.2, and 34.4. Alternately, the employee may be granted equivalent time off.
- 13.2 Travel time associated with a call-out will be paid in accordance with Article 12.2.
- 13.3 When an employee is directed to travel outside of his regular hours of work, during the regular work week, he will be paid at one and one-half (1 1/2 x) times his basic rate, except as provided for in Article 13.2.
- 13.4 When public transportation is available during regular working hours and/or during the regular work week, an employee will not normally be required to travel on his day(s) of rest. When an employee is directed to travel on his day(s) of rest, he will be paid at one and one-half (1 1/2 x) times his basic rate of pay to a maximum of eight (8) hours in each twenty-four (24) hour period (00:00 to 24:00).
- 13.5 When an employee travels by public transportation, travel time will commence one (1) hour prior to scheduled departure time and will include any time spent in the departure terminal resulting from unforeseen delays and a maximum of one-half (1/2) hour on arrival at the destination.
- 13.6 If an employee is directed to travel by public transportation and elects to use his own vehicle, travel time shall not exceed the applicable travelling time for public transportation.
- 52A
13.7 An employee in a work area north of the 53rd Parallel will receive once each vacation year, in conjunction with annual vacation, two (2) days travel time at basic rate of pay to compensate for the northern location.
- 13.8 An employee in receipt of Northern Allowance will receive a maximum of one (1) day leave at basic rate of pay as travel time to be taken in conjunction with each northern transportation trip the employee is eligible for in accordance with Article 36.5. The spouse of an employee who is employed by the Corporation and who is not in receipt of Northern Allowance will also be eligible for the one (1) day leave with pay in conjunction with each northern transportation trip.
- 13.9 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 two (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 14 TRAVELLING ALLOWANCES

14.1 When an employee covered by this agreement is required, in the course of his work for the Corporation, to travel outside his headquarters zone, he shall be reimbursed:

14.1.1 For reasonable accommodation costs.

14.1.2 For reasonable out-of-pocket expense.

14.1.3 For reasonable meal costs up to a maximum of:

Breakfast	<u>5.65</u>
Lunch (noon) meal	<u>10.15</u>
Supper	<u>15.00</u>
Per diem meals	<u>30.80</u>

Per diem room and board

a) South of 53rd Parallel - \$10.00 plus per diem meals.

b) North of 53rd Parallel - \$11.00 plus per diem meals.

14.1.4 The meal rates shown in Article 14.1.3 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 shall be based on the Statistics Canada (Cat. 62-001) Consumer Price index for food purchased from restaurants for Manitoba. (1986 = 100). The adjustment for room rates shall be based on the Statistics Canada Consumer Price index for Rented Accommodations for Manitoba (1986 = 100).

*C.P.I. November or May-current year x
prevailing per diem meal rate*

_____ = NEW RATE
C.P.I. May or November-previous review month

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

The above provisions will not apply to employees affected by the provisions of Article **34** or where accommodation and meals are otherwise provided by the Corporation.

When an employee is assigned to work north of the **53rd** Parallel, in isolated areas or outside the Province of Manitoba, accommodation and meals will normally be provided by the Corporation or reimbursed on a reasonable cost basis.

14.1.5 If Corporation transportation is not available, an employee may, with prior approval, use his own vehicle in lieu of public transportation and be reimbursed at prevailing Corporate Policy rates on the most direct highway route.

14.2 The headquarters zone for an employee who works in the City of Winnipeg shall be that area encompassed by the Perimeter Highway and including La Verendrye, Kirkfield, Perimeter South and Ridgeway Stations.

14.3 The headquarters zone for an employee who works outside the City of Winnipeg shall be that area encompassing a **24** kilometre (fifteen **(15)** mile) radius of the regional office or operating centre office.

14.4 When an employee is assigned to and reports for work at the scheduled starting time to a location outside his headquarters zone but within a **24** kilometre (fifteen **(15)** mile) radius of his headquarters zone boundary, he will be eligible to receive the per diem meal reimbursement set forth in Article **14.1.3**.

14.4.1 Travel time will not apply and where the employee has prior approval to commute in a Corporation owned vehicle, the single meal rate(s) only will apply.

TRAVEL ALLOWANCES IN LIEU OF ACCOMMODATION

14.5 When an employee is assigned to perform work at a location beyond a **24** kilometre (fifteen **(15)** mile) radius of his headquarters zone boundary, he will have the option of:

a) providing his own accommodation in lieu of public accommodation, or

- b) to commute to and from the job site to his headquarters zone using his own transportation,

in which case he will be eligible to receive the per diem room and board rate set forth in Article 14.1.3.

14.5.1 Where the employee has prior approval to commute in a Corporation owned vehicle, the per diem meal rates only will apply.

14.5.2 Where the employee elects to commute, such travel will be outside the regular hours of work period and travel time will not apply.

REIMBURSEMENT FOR MEALS WITH OVERTIME

See Page 13
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14.6 An employee who is required to continue working more than two (2) hours overtime after the normal quitting time and who is not allowed time to return to his residence for a meal will be provided with a meal if possible, or be granted the prevailing supper meal rate as set out in Article 14.1.3.

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14.6.1 An additional single meal rate equivalent to the lunch meal referred to in Article 14.1.3 will be provided at four (4) hour intervals of continuous overtime thereafter.

14.7 An employee called out for overtime work will be provided a single meal rate equivalent to the lunch meal referred to in Article 14.1.3 for each four (4) hours of continuous work.

14.8 Where overtime meal breaks of not more than one-half (1/2) hour are taken, such breaks will be paid as time worked at the overtime.

ARTICLE 15 CORPORATION HOLIDAYS

15.1 For the purpose of this agreement the following days shall be recognized as Corporation Holidays:

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| *New Year's Day | *Canada Day | +Remembrance Day |
| *Good Friday | Civic Holiday | #Christmas Eve (half day) |
| Easter Monday | *Labour Day | *Christmas Day |
| Victoria Day | Thanksgiving Day | Boxing Day |

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

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

Christmas Eve holiday will be observed on the last working day prior to Christmas Day commencing four **(4)** hours after the employee's normal starting time.

15.2 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.

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

15.4 When a Corporation Holiday coincides with a scheduled day of work for an employee, such employee shall, if eligible, be granted leave of absence in observance of Corporation Holidays without **loss** of basic pay. To be eligible for such leave of absence, an employee must:

- a) have received pay from the Corporation for any fifteen **(15)** days in the thirty **(30)** calendar days immediately preceding the holiday unless the employee was on approved Maternity and/or Parental Leave in accordance with Articles **18.11** and **18.16**, and;
- b) have received pay on the last working day prior to and the first working day following the Corporation Holiday, unless he is on authorized leave of absence.

15.5 When a Corporation Holiday, including Remembrance Day, coincides with an employee's normal day(s) off and he is not recalled to work that day, he shall, if eligible, be granted leave of absence without **loss** of salary at a mutually agreed time or a day's salary at basic rate in lieu of the holiday.

15.6 An employee who is terminated, or is on authorized leave of absence without pay and who has worked fifteen **(15)** days in the thirty **(30)** day period immediately prior to a Corporation Holiday referred to in Article **15.1**, 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 with the Corporation.

15.7 An employee required to work on a Corporation Holiday will receive, in addition to his basic salary (if eligible):

- a) pay at twice **(2x)** his basic rate for all hours worked, or

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- b) straight time pay, plus time off without **loss** of pay at a mutually agreed time equivalent to the hours worked on the Corporation Holiday.

In either case, total compensation will not exceed three times (3x) basic rate.

ARTICLE 16 VACATIONS

- 16.1 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.
- 16.2 Utilization of vacation will normally take place in the vacation year following that in which it was accrued.
- 16.3 An employee shall accumulate vacation credits while at work and/or on leave with pay in accordance with the following vacation credit schedule:

BASIC VACATION CREDITS ACCUMULATION SCHEDULE

Years of Service	ACCRUAL RATE		MAXIMUM VACATION ACCRUAL IN A YEAR	
	Biweekly Per Pay Period	Hourly Per 72.5 Hours Worked	Biweekly Employees	Hourly Employees
0 - 4.999 Years	0.577 Day	4.19 Hours	15 Days	108.75 Hours
5 - 13.999 Years	0.769 Day	5.58 Hours	20 Days	145.00 Hours
14 - 22.999 Years	0.963 Day	6.98 Hours	25 Days	181.25 Hours
23 Or More Years	1.155 Day	8.37 Hours	30 Days	217.50 Hours

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- 16.3.1 Biweekly employees will accumulate basic vacation credits based on a ten (10) day biweekly pay period. Hourly employees will accumulate basic vacation credits based on all hours worked.
- 16.4 If a Corporation Holiday falls within an employee's vacation period, he shall have an extra day off in lieu of the holiday, to be taken at a time to be arranged between the employee and the Corporation.

16.5 Each employee shall submit his preferred vacation dates to his supervisor for approval. Seniority shall be recognized as a factor when vacation requests conflict, but senior employees shall not automatically receive preferred vacation periods.

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16.6 Vacations shall not normally be accumulated from year to year, except by special permission of the Corporation; a maximum of two (2) weeks vacation may be carried over to the following vacation year. In such event it must be recognized by the employee that scheduling of vacation with carryover will be subject to peak work load and peak vacation requirements. Requests for vacation carry-over must be made a minimum of three (3) months prior to the beginning of the vacation year in which the carryover is to be taken,

16.7 When an employee's vacation period includes one or more paydays the employee may on written request receive his vacation cheque(s) on the payday immediately prior to his first day of vacation. Requests must be made at least ten (10) calendar days prior to the payday on which the vacation cheque(s) are to be received.

16.8 Employees will not normally be recalled from vacation, however in the event an employee is recalled to work during his scheduled vacation or is not notified of vacation deferment prior to the completion of work on his last regular day of work prior to commencing scheduled vacation, he will be paid at twice his basic rate of pay for all work performed for the duration of the recall to work assignment, but not exceeding a period equal to the scheduled vacation and then revert to his basic rate of pay. As mutually agreed, the employee may either defer his scheduled vacation or have his vacation with pay run concurrent with the recall to work assignment.

ARTICLE 17 VACATION ALLOWANCE ON TERMINATION OF SERVICE

17.1 An employee who is eligible for vacation at the time his employment with the Corporation is terminated, shall be given pay in lieu of vacation equivalent to his outstanding vacation credits to the date of his termination.

ARTICLE 18 LEAVES OF ABSENCE WITHOUT PAY

✓ 18.1 The Corporation may grant reasonable leave of absence without pay to an employee for special reasons upon receipt of a written request submitted to his immediate supervisor.
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18.2 An employee who is granted leave of absence without pay for a period of thirty (30) calendar days or less shall return to the position which he 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 six (6) months.

18.2.1 Where an employee has received approval for Family Responsibility Leave to be used in concert with Maternity and/or Parental Leave, it is expected that the request for leave will be submitted prior to going on Maternity Leave.

18.3 An employee may be granted Personal Leave without pay for personal reasons for a maximum period of two (2) years. Personal Leave exceeding thirty (30) days must be recommended by a Division Manager for approval.

18.3.1 An employee must have continuous service exceeding seven (7) years duration to qualify for the maximum period.

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

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

Note: Round off to the nearest week.

18.3.2 An employee will retain bidding rights on internal job postings for the length of approved Personal Leave on the provision that the employee must be available for work within a reasonable time frame.

18.3.3 The number of Personal Leaves granted to an employee during the employee's career will be at the discretion of the Division Manager, Human Resources.

✓ 18.4 Service seniority and service related benefits accrued by an employee up to the commencement of approved leave of absence without pay will normally be held in suspension, without any further accruals, until the period of leave of absence expires, except as provided for in Article 18.22.1.
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- 18.4.1 During periods of leave of absence other than Maternity and for Maternity and Parental leave, an employee may, where practicable, make special arrangements to carry contributory benefits during the period of leave.

LEAVE FOR UNION BUSINESS

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- 18.5 Requests by the Union that an employee be granted leave of absence for the purpose of transacting Union business shall be given priority consideration and where such leave is granted, it shall be without pay and for such period of time as may, in the opinion of the Corporation, be considered reasonable and permissible under system operations.
- 18.5.1 For the purpose of this article Union business will include full or part time work as a representative or officer of the C.U.P.E. Local 998 or a labour organization with which the Union is affiliated including attendance at schools, conferences and conventions.
- 18.6 Requests for leave of absence for periods of up to thirty (30) calendar days for the purpose of transacting Union business shall be submitted with as much notice as possible on a form supplied by the Corporation and will be subject to Departmental approval. Minimum notice requirements will be as follows:
- 18.6.1 Requests for leave for periods of three (3) days or less shall be submitted at least two (2) working days in advance of the time leave is desired.
- 18.6.2 Requests for leave for periods exceeding three (3) days but not exceeding thirty (30) calendar days shall be submitted at least two (2) weeks in advance of the time leave is desired.
- 18.6.3 On request by the Union, the Corporation shall, during the period of leave of absence, continue to pay the employee as if he had remained at work, but will bill the Union for all wage and benefit costs paid to or on behalf of the employee on leave as well as any added cost of replacing the employee during the period of leave of absence.
- 18.7 Requests for leave of absence for periods exceeding one (1) month but not exceeding three (3) years for the purpose of transacting Union business shall be submitted in writing to the Division Manager, ~~Human Resources~~ for approval at least two (2) weeks in advance of the date leave is required.
- 18.7.1 Retention of employee benefits, including seniority, and the continuation of contributory benefits during the period of leave will be as provided in Articles 18.4 and 18.4.1.

18.7.2 During a period of leave the employee will remain eligible to apply for posted vacant positions with the understanding that if selected he must be available when required by the department.

18.8 An employee returning to work within six (6) months will be re-employed in the job he was doing when his leave began. If the job no longer exists he shall be re-employed in a comparable position with not less than the same wages and benefits.

18.9 In the event the leave extends beyond six (6) months, an employee returning to work may be re-employed in the job he was doing when his leave began, if that job is available; if not, he will be placed in an existing vacancy for which he is qualified.

18.9.1 An employee described in Article 18.9 who is not reinstated in his former position or in a comparable position on return from leave of absence will receive preferential consideration for promotion, if qualified, to the first suitable and available vacancy at the level of his former position.

18.10 The employee must advise the Corporation at least two (2) weeks in advance of his intended return date.

MATERNITY LEAVE

18.11 A pregnant employee may apply for leave of absence without pay (hereinafter called maternity leave) under the conditions set out in Appendix "B" (Maternity Leave) of this agreement. Maternity Leave shall be granted provided:

18.11.1 The employee has completed twelve (12) consecutive months of employment with the Corporation.

18.11.2 A request for leave is submitted in writing to the immediate supervisor a minimum of four (4) weeks prior to the intended leave of absence date.

Request for maternity leave shall include a certification of pregnancy from a doctor specifying the estimated date of delivery.

18.12 **An** employee who does not submit a request for leave in accordance with Article 18.11.2, as a result of unforeseen complications, but who is otherwise entitled to such benefits, shall be granted maternity leave in accordance with Articles 18.13, 18.14 and 18.15.

18.13 When the above requirements have been met, the applicant is entitled to and shall be granted maternity leave consisting of up to seventeen (17) weeks.

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The maternity leave may be taken in a period to begin no earlier than seventeen (17) weeks prior to the anticipated delivery date and to end no later than seventeen (17) weeks following the actual date of birth.

In the event the actual date of delivery occurs after the date mentioned on the certificate, the maternity leave shall be extended by the period between the actual date of delivery and anticipated date mentioned on the certificate.

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

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

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

18.15 Upon meeting the requirements of Article 18.11 and receiving the entitlement of Article 18.13 and Article 18.14 or 18.14.1(b), the employee who wishes to resume employment shall be reinstated by the Corporation during the postnatal period, in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages and benefits.

18.15.1 The employee must advise the Corporation, at least two (2) weeks in advance of her intended return date.

18.15.2 The Corporation is not required to reinstate an employee who remains absent from work for a period longer than that specified in Article 18.13 and 18.14, except as provided for in Article 18.16.

PARENTAL LEAVES

18.16 Parental leave of absence up to seventeen (17) weeks without pay shall be granted to an employee provided that:

18.16.1 The employee has completed twelve (12) consecutive months of employment with the Corporation, and

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18.16.2 A request for parental leave of absence without pay has been submitted in writing to the immediate supervisor at least four (4) weeks prior to the intended date of absence.

18.17 An employee who does not submit a request for leave in accordance with Article 18.16 is nonetheless entitled to, and upon application to the immediate supervisor, shall be granted the parental leave to which he is entitled under Article 18.18, or such portion thereof as has not yet expired at the time the application was made.

18.18 Parental Leave of absence without pay of up to seventeen (17) weeks must be continuous, and will apply to employees who:

- a) in the case of a female employee, becomes the natural mother of a child,
- b) in the case of a male employee, who becomes the natural father of a child or assumes actual care and custody of his new-born child, or
- c) adopts a child under the law of a Province.

The above is subject to Article 18.16.

18.18.1 An employee applying for Parental Leave under Section (C) may be required to furnish proof of adoption.

18.19 An employee electing to take Parental Leave in addition to Maternity Leave identified in Articles 18.13 and 18.14 must commence the Parental Leave immediately on expiry of the maternity leave. Under exceptional circumstances and with Manitoba Hydro approval, the parental leave may be taken at a future date but prior to the first anniversary date of the birth of the child.

18.19.1 Parental Leave must commence prior to the first anniversary date of the birth or adoption of the child, or on the date on which the child comes into the actual care and custody of the employee, except as provided for in Article 18.19.

18.20 Upon meeting the requirements and receiving the entitlements provided for in Article 18.18, the employee who wishes to resume employment following the parental leave of absence without pay shall:

18.20.1 Advise the Corporation at least two (2) weeks in advance of the intended return date.

18.20.2 Be reinstated by the Corporation in the position occupied by the employee prior to the commencement of the leave of absence or in a comparable position with not less than the same wages and benefits.

18.21 The Corporation is not required to reinstate an employee who remains absent from work for a period longer than specified in Article 18.18.

MATERNITY AND PARENTAL LEAVES - BENEFITS AND SERVICE

18.22 Employees who are on approved Maternity and/or Parental leave shall have all specified service related benefits and Corporate Service held in suspension.

18.22.1 On return from Maternity and/or Parental Leave, an employee will be credited with Corporate Service and specified service related benefits to cover the time frames noted in Articles 18.22.2, 18.22.3, and 18.22.4. The exception to the above is as follows:

a) employees who apply for an internal **job** posting will have their Corporate Service for the time frames listed below adjusted for bidding purposes only.

18.22.2 In the case of Maternity Leave a maximum period of seventeen (17) weeks and in the case of Maternity Leave and Parental Leave combined, a maximum period of twenty-nine (29) weeks.

18.22.3 In the case of a male employee, who becomes the natural father of a child or assumes actual care and custody of his newborn child, a period of up to twelve (12) weeks.

18.22.4 In the case of adoption, a maximum period of up to twelve (12) weeks.

18.23 Specified service related benefits referred to in Article 18.22 are:

- 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 credits;
- d) severance pay credits.

18.23.1 The accrual of service and specified service related benefits for a staff status employee will be based on normal working hours.

18.23.2 The accrual of service and specified service related benefits for a regular status employee will be proportionate to basic hours paid as a regular status employee during the twelve (12) consecutive months immediately prior to the leave in comparison to normal basic working hours.

- 18.23.3 Where an employee makes arrangements to pay his portion of contributory premiums for Voluntary Health Plans and Group Life Insurance, the Corporation will continue to contribute its portion for such plans.
- 18.23.4 Staff and regular status employees and their eligible dependents will be covered by the dental services plan.
- 18.23.5 Staff and regular status employees will be covered by the Corporation's long term disability income plan. The plan will apply at the time the employee would otherwise have returned to work from leave.

POLITICAL LEAVE

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

18.25 An employee who is seeking election to public office:

- a) will give, where practicable, a minimum of four **(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 ninety (90) days following the release of official results;
- c) will have his 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 employee must be available for work when required by the Corporation;
- e) will not accrue service nor service related benefits for the duration of the leave;
- f) may make arrangements to continue coverage under the Group Life Insurance Plan and the Voluntary Health Plan by maintaining one hundred per cent (100%) of premium contributions;
- g) will not be eligible for the Long Term Disability Plan for the duration of the Political Leave;
- h) will not be eligible for coverage under the Dental Plan after thirty (30) days of leave.

- 18.26** An employee who is elected to public office:
- a) within ninety (90) days of the release of official election results, must **notify** the Corporation of his intention to continue on Political Leave;
 - b) will be allowed a leave, the length of which would be equivalent to his term in elected office;
 - c) will not have his position or job held;
 - d) will retain bidding rights on internal job postings for the length of the leave on the provision that the employee must be available for work when required by the Corporation;
 - e) will not accrue service nor service related benefits for the duration of the leave;
 - f) will not be eligible to participate in the Group Life Insurance Plan or the Voluntary Health Plan;
 - g) will not be eligible for the Dental Plan or the Long term Disability Plan.

- 18.27** An employee, elected to public office, who requests to return to work at the end of his Political Leave:
- a) must provide the Corporation with written notice of his intention within ninety (90) days from the day on which the official election results are released or from the day on which the employee resigns 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 19 LEAVES OF ABSENCE WITH PAY

COMPASSIONATE LEAVE

19.1 Leave of absence with pay shall be granted for compassionate reasons as follows:

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19.1.1 In the event of the death of a parent, spouse, child, grandparent, brother or sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or grandchild, an employee may be granted up to three (3) days leave of absence with pay.

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

19.1.3 In the event of a death of an employee's family member, as identified in Article 19.1.1, during an employee's vacation period, an employee on vacation may be eligible to have up to three (3) days charged to compassionate leave rather than vacation credits. The amount of compassionate leave allowed would be equivalent to the number of days the employee would have been granted had the employee been at work and not on vacation. Eligibility for compassionate leave would be subject to the employee's vacation being interrupted because of the death and the employee providing suitable notification to his/her Supervisor. The employee would be allowed to utilize the resulting vacation credits at a time mutually agreeable to the employee and his Supervisor.

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19.2 In an emergency (sudden, serious or incapacitating illness or injury) other than death, involving the parent, spouse or child of an employee which requires the immediate attendance of the employee, a maximum of two (2) days leave of absence with pay may be granted with the approval of the immediate supervisor.

Where additional leave of absence is required immediately following the initial two (2) days, such leave will require approval of the immediate supervisor and will be charged to vacation, banked time, sick leave, or taken without pay, or the days as provided for in Article 19.4.

19.2.1 Under special circumstances, the Corporation may approve leave as outlined in Article 19.2, in the case of mother-in-law, father-in-law, brother or sister.

FUNERAL LEAVE

- 19.3 In circumstances other than those provided for in Article 19.1.1, an employee may be entitled to compassionate leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer or other funeral official.

FAMILY RESPONSIBILITY LEAVE

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- 19.4 During each vacation year an employee may take up to five (5) days family responsibility leave with pay to cover the illness and medical/dental appointments of a parent, spouse or child (other than described in Article 19.2) or in the case of a male employee, for the birth of his child. Employees using Family Responsibility Leave will be required to make up this time during the vacation year.

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

LEAVE FOR JURY DUTY

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- 19.5 In the event an employee is summoned to serve as a juror, he will immediately notify his supervisor who may apply to the proper authority for exemption if operating conditions at the time so require.

- 19.5.1 If not exempted, an employee called for jury duty or subpoenaed to act as a witness shall continue to receive his basic salary for the period absent from his work for such purpose minus the amount paid the employee by the courts to act in such capacity.

- 19.6 An employee empanelled for jury duty while on vacation will be allowed to charge the time he is serving on jury duty to regular duties and the vacation credits to be rescheduled at a time to be arranged between the employee and his supervisor.

ARTICLE 20 SICK LEAVE

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

ACCRUAL PERIOD	ACCRUAL RATE
Commencing with employee's 1st complete pay period up to and including the 64th complete pay period	0.5 days sick leave for each complete pay period; Maximum accrual in any one year - 13 days; or 0.5 hours sick leave for each 10 hours; Maximum accrual in any one year - 94.25 hours
Commencing with employee's 65th complete pay period and each pay period thereafter or in pay period following completion of 4640 hours	1 day sick leave for each complete pay period; Maximum accrual in any one year - 26 days; or 1 hour sick leave for each 10 hours; Maximum accrual in any one year 188.50 hours
Maximum allowable accrual	246 days or 1783.50 hours

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26 days - 246

- 20.3 An employee on authorized sick leave shall be paid at the basic rate set for that employee's classification during the time of sickness, for the maximum number of hours in an employee's regular work day had he not been absent on account of sickness.
- 20.4 An employee shall notify his immediate supervisor or other designated officer of his division of his sickness or inability to perform his regular duties as soon as practicable on the first day of absence or inability, indicating the reason for and the probable duration of such absence or inability.
- 20.5 If an employee fails to notify the Corporation of his absence due to sickness or inability to perform his regular duties, he shall not receive payment for sick leave unless he can show to the Corporation's satisfaction that he was unable to give notice, or has made a bona fide but unsuccessful attempt to do so on the first day of absence and on successive days of absence.

- 20.6 The Corporation may require an employee who claims that he has been absent because of sickness to furnish a certificate by a duly qualified medical practitioner certifying the inability of the employee to attend his regular duties.
- 20.7 If the employee fails to furnish a medical certificate when requested, his absence from work may be considered as unauthorized and consequently without pay.
- 20.8 The Corporation reserves the right to determine at any time, in consultation with a medical authority and the employee, the necessity for sick leave and the capability of an employee to return to work.
- 20.9 If an employee requires or desires medical attention, which is not of an emergency nature but is or may be necessary to safeguard his future health, the Corporation may grant a request for sick leave with pay provided that the request for such leave is made at least two (2) working days in advance of the date on which leave is required, and the medical authority to be consulted is named in the request.
- 20.10 An extension of sick leave beyond the period of sick leave credits accumulated by an employee shall be at the discretion of the Corporation and such extension, when granted, shall be without pay.
- 20.11 An employee shall have the right to return to the position he held prior to going on sick leave or another comparable vacancy at any time up to the date on which his accumulated sick leave credits are exhausted, provided he is judged capable of resuming employment.
- 20.12 When an employee returns to work after being on sick leave, he shall resume the accumulation of sick leave credits at the same rate as such credits were being accumulated immediately prior to such sick leave.
- 20.13 When an employee is transferred from a classification not covered by this agreement to a classification, which is covered by this agreement, he shall retain whatever sick leave credits he may have accumulated to the date of transfer. If such sick leave was accumulated on an hourly basis, it shall be converted on the basis applicable prior to transfer and from the date of transfer such employee shall accumulate further sick leave credits in the manner provided by this agreement.
- 20.14 Except as provided in Article 31, sick leave with pay shall not be granted to an employee who suffers a compensable injury and is in receipt of compensation from the Workers Compensation Board.
- 20.15 Sick leave credits shall automatically be forfeited when an employee loses his status.

- 20.16 If an employee is hospitalized during his vacation, the Corporation shall, upon receiving proof from the employee of such hospitalization, allow the working days during which the employee was hospitalized and subsequent convalescence to be charged to his sick leave credits, and allow the employee to utilize the resulting vacation credits at a time to be arranged between the employee and his supervisor.

ARTICLE 21 EMPLOYEE STATUS

21.1 PROBATIONARY EMPLOYEES

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

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

21.1.2 The probationary period **shall** extend from date of hire for a period of thirteen (13) completed pay periods prior to attainment of Staff or Regular Status.

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

21.2 An employee's status shall be designated in either of two (2) ways:

21.2.1 Staff Status - The term "Staff Status" shall apply to all biweekly rated employees who have successfully completed the probationary period.

21.2.2 Regular Status - The term "Regular Status" shall apply to all hourly rated employees who have successfully completed the probationary period.

21.3 ATTAINMENT OF STAFF STATUS

21.3.1 A biweekly rated employee shall attain Staff Status after completing a probationary period of thirteen (13) completed pay periods of continuous employment with the Corporation in a position of a continuing nature, provided such employee meets the Corporation's requirements with respect to physical fitness, education, experience, performance and other particular requirements related to the position.

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21.4 ATTAINMENT OF REGULAR STATUS

21.4.1 Provided an hourly rated employee has completed a probationary period of not less than thirteen (13) completed pay periods, and his service is not broken by separation, other than layoff, he will attain Regular Status the pay period following that in which basic hours paid in total equal or exceed the number of regular hours of work in thirteen (13) pay periods.

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

21.6 An employee shall lose Regular Status or Staff Status immediately following:

21.6.1 Resignation.

21.6.2 Discharge,

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

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

21.6.5 No recall for re-employment within twenty-six (26) pay periods after layoff in the case of a Regular or Staff Status employee.

21.7 "Term employee" is identified as an external applicant hired on an hourly basis for a specific term and/or project.

21.7.1 A term employee will be subject to all terms and conditions of the Collective Agreement, except as provided for in Articles 21.7.2, 21.7.3, 21.7.5, 21.7.6, and 21.7.7.

21.7.2 A term employee will be terminated at the completion of his term or during the term due to a reduction of work load or completion of a project.

21.7.3 The length of employment for a term employee will be determined:

a) by the specific time frame for the temporary position the applicant is hired for, or

b) by the length of the project the applicant is hired for.

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- 21.7.4 The Union will be notified of all term employees hired and their length of employment.
- 21.7.5 Extensions to the length of the employment of a term employee will require union concurrence.
- 21.7.6 Term employees will have no rights of layoff, placement, displacement, bumping or recall and will not be eligible to be displaced or bumped.
 - 21.7.6.1 Term employees may be terminated to accommodate the placement of laid off employees or redundant employees due to be laid off, who are qualified and have the ability to perform the work.
- 21.7.7 Term employees will not be eligible to exercise the provisions of Article 18.3 of the Collective Agreement.
- 21.7.8 The Corporation and the Union may at any time mutually agree that a term employee cease to be designated as a "term employee".
- 21.8 A "student employee" is identified as a full-time student hired to fulfill summer and/or casual employment. "Student employees" will not accrue seniority towards attaining regular or staff status.
 - 21.8.1 The parties agree that "students" who require no specific University or Community College academic discipline to perform the duties of the job, will be classified as a "Student" and paid at Salary Step 4.
 - 21.8.2 Students who require a specific University or Community College discipline to perform the duties of the job will be classified appropriately and paid in accordance with the Salary Table of the Collective Agreement.

ARTICLE 22 SENIORITY

- 22.1 Only employees with Regular Status or Staff Status shall have seniority,
- 22.2 Seniority shall be defined as the accumulated service with the Corporation based on basic hours paid, continuous or broken by approved leave of absence or layoff, but not service broken by a termination of employment.
- 22.3 Seniority rights of an employee shall be retained and continue to accrue during periods of authorized leave with pay, or when on Workers Compensation.

- 22.4 Seniority rights of an employee on leave of absence without pay will normally be held in suspension, without any further accruals, until the period of leave of absence expires. Exceptions for Maternity and Parental Leaves are outlined in Article 18.22.1.
- 22.5 Seniority rights shall be forfeited when:
- 22.5.1 An employee loses status.
 - 22.5.2 At the expiry of approved leave of absence he fails to return to work unless such failure results from sickness or accident.
 - 22.5.3 He fails to respond to recall within a period of ten (10) working days following a layoff, providing notice of such recall was delivered by registered mail to the last known address of the employee, unless such failure results from sickness or accident.
- 22.6 The Corporation shall maintain seniority records for staff status and regular status employees covered by this agreement.
- 22.6.1 For staff status and regular status employees, the list will be published in April of each year and will show each employee's classification at the time of publication, the date he entered the classification, his service seniority date and his total years of service with the Corporation. Lists will be published in order, based on service seniority date within the classification.
 - 22.6.2 Seniority lists will be provided to the Union and also distributed in the same manner as Employment Circulars.

ARTICLE 23 RESIGNATION, LAYOFF, PLACEMENT, DISPLACEMENT. BUMPING AND RECALL

RESIGNATION

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

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

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

The process for layoff, placement, displacement, bumping and recall and general conditions are identified in L.O.U. #10/97.

LAYOFF

✓ 23.2 When a layoff of the work force is necessary, the Corporation shall, within the classification(s) affected, recognize service seniority and shall to the extent that qualifications and ability to perform the work allow, retain senior employees. The Corporation has the responsibility to manage the layoff, placement, displacement, bumping and recall process.

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23.2.1 The Corporation will identify and notify employees who are in redundant positions and/or identify areas and the employees where shortage of work may result a layoff.

23.2.2 The Corporation will notify the Union of redundant positions and of potential layoffs and will serve prior notice where it is anticipated there will be a significant number of layoffs.

✓ 23.3 The Corporation shall give at least two (2) weeks written notice to any employee to be laid off with the exception of probationary employees who shall be given as much notice **as** is practicable but not less than two (2) working days.

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PLACEMENT AND DISPLACEMENT

23.4 An employee shall be given the opportunity to remain in their base classification first by placement into vacant positions or by displacement. The employee may exercise their right to bump down to a lower classification after all placement and displacement options have been exhausted.

23.4.1 The posting of an employment opportunity will not be required when placing an employee.

- 23.4.2 The employee must be facing a layoff of more than ten (10) consecutive working days and the placement or displacement is of at least ten (10) consecutive working days duration.
- 23.5 **An** employee who is placed or who displaces outside their headquarters zone in order to maintain employment within his classification shall:
- 23.5.1 Retain their headquarters zone for the duration of the temporary assignment and will be eligible for travel allowances pursuant to Article 14.
- 23.5.2 Where the Corporation assigns a new headquarters zone they will be eligible for relocation costs pursuant to Corporate policy.
- 23.6 An employee who refuses employment within their classification and headquarters zone will not be eligible to bump to a lower classification and shall be laid off subject to recall.
- 23.7 An employee who refuses employment within their classification in another headquarters zone may exercise their right to bump into a lower classification within their headquarters zone.

BUMPING

- 23.8 An employee who has not been offered employment in his basic classification through the placement or displacement process and who is facing a layoff period in excess of ten (10) working days may exercise his right to bump into a lower classification to the extent that qualifications and ability to perform the available work allow, providing his service seniority is greater than that of an employee in the lower classification.
- 23.8.1 The employee with the least service seniority in the lower classification shall be the first employee to be bumped. If a probationary employee is bumped, the principle of "last on - first off" need not apply.
- 23.9 An employee exercising his right to bump shall bear the full cost of relocating. Room and board costs shall be at no additional expense to the Corporation beyond an initial fourteen (14) calendar day period.
- 23.10 An employee cannot dictate the job or work location to which they bump. The Corporation shall determine who they will bump in the lower classification and the work location. An employee wishing to exercise their bumping rights shall contact the Employment and Placement Department.

- 23.11 If an employee refuses the job offered in the lower classification, they shall be laid off subject to recall if and when required, and they shall not be eligible to exercise any further bumping rights during the existing layoff period.
- 23.12 The employee bumping must serve sufficient notice of their intent to allow the Corporation to give the employee to be bumped a minimum of two (2) weeks notice.

RECALL TO BASE CLASSIFICATION

- 23.13 An employee who has exercised their bumping rights shall be subject to recall and transfer back into their basic classification at the Corporation's expense when work becomes available. Such transfer shall only be made provided that such employment is of at least ten (10) consecutive working days duration.

RECALL FROM LAYOFF

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- 23.14 The recall of employees shall be on the basis of service seniority and not their status, to the extent that qualifications and ability to perform the available work allow.
- 23.14.1 An employee shall be given at least seven (7) days notice of recall.
- 23.14.2 Posting of employment opportunities will not be required when the employee can be recalled into a vacant position.
- 23.15 Upon recall, an employee who refuses work in a lower classification shall retain recall and seniority rights in their basic classification.
- 23.15.1 An employee who refuses recall to a lower classification is expected to confirm their intent within three (3) days of the recall notice; otherwise, they will be considered to have accepted the assignment.
- 23.16 An employee who is unable to report for work due to extenuating circumstances after having accepted a work assignment, must advise the Corporation prior to the date of recall.
- 23.17 In the event of an emergency, the Corporation shall not be restricted in the manner in which employees are recalled to work, provided such employment is only for a period of emergency.
- 23.18 An employee who alleges a violation under the terms of this Article shall lodge a grievance at Step Two of the Grievance Procedure within ten (10) working days from the date of the action giving rise to the grievance.

ARTICLE 24 JOB POSTINGS

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24.1 When a complement 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, copies of which shall be forwarded to the Union at time of posting.

NOTE: In accordance with Letters of Understanding #3/97 and #4/97 appended, the Corporation undertakes to post input complement positions for whatever period of time the Letter of Understanding #4/97, Employment Equity continues to operate. During this period, Article 24.1.1(a) will not apply.

In the event either party exercises its right to withdraw from the agreement on Employment Equity as provided for in Item #2 of Letter of Understanding #4/97, the provisions of Article 24.1.1(a) will apply and input complement positions will no longer be posted.

24.1.1 Posting of vacant complement positions will not be required for:

- a) those positions identified as exceptions in Appendix "A",
- b) those positions referred to in Articles 23.2.1, 23.14.2, 25.5, and 35.3.2,
- c) those positions identified in Letters of Understanding #3/97 and #4/97,
- d) those positions where the Corporation may, with prior concurrence of the Union, confirmed in writing, fill the vacancy by appointment or an additional selection from the applicants to an existing circular.

24.2 The closing date for acceptance of applications for positions advertised in an Employment Circular shall normally not be less than twelve (12) calendar days after the date of publication of the Circular, except as provided for in Letter of Understanding #3/97.

24.3 An employee shall be entitled to bid for such positions or vacancies by means of written application submitted to Employment and Placement Department. Applications will be accepted beyond the normal closing date in cases of sickness, vacations or other extenuating circumstances providing the selection has not been made.

- 24.3.1 An employee on authorized parental leave identified in Articles 18.11 and 18.16 shall be sent a listing of posted Employment Circulars, provided they notify the Employment and Placement Department of their interest prior to their leave of absence.
- 24.4 While any employee may make application for any position, the existence of an application shall not restrict the Corporation in its right of selection and the Corporation may, subject to Articles 25.1, 25.1.1 and 25.1.2, reject any or all applications received.
- 24.5 An applicant who applies for a position advertised by Employment Circular shall normally be notified as to the decision reached within forty-five (45) calendar days of the closing date.
 - 24.5.1 Under special circumstances, notice to the applicants may be extended to sixty (60) calendar days after the closing date of the circular.
- 24.6 The Corporation will provide the Union with the name of the successful applicant coincidentally with the notification to the applicants of the decision reached.
- 24.7 A permanent transfer will not be made while a grievance is in process and in any case during the first fourteen (14) calendar days following issue of notification to the unsuccessful applicant. The Corporation will allow fourteen (14) calendar days or up to thirty (30) working days for an employee on vacation, 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.

ARTICLE 25 APPOINTMENTS AND PROMOTIONS

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- 25.1 In keeping with the Corporation's policy of promotion from within, the Corporation shall, when selecting a suitable applicant to fill a vacant position listed in Appendix "A", recognize qualifications, seniority and ability sufficient to perform the job as posted.
 - 25.1.1 Provided he is able to meet the requirements of Article 25.1, the employee with the most seniority shall be given first consideration for the vacant position.
 - 25.1.2 If the response to a position vacancy fails to provide an applicant meeting the requirements of Article 25.1, the Corporation shall then be at liberty to fill the vacancy with the most qualified internal or external applicant available or alternately to appoint a qualified employee to the

position. If suitable applicants are not available, the Corporation may reclassify the position in which case it shall be rebulletined.

25.2 Upon being advised that he is the successful applicant for an advertised vacant position, the employee shall be prepared to relocate to a place and at a time designated by the Corporation.

25.2.1 Moving time and allowance will be those established from time to time by the Corporation and such information will be made available to the employee concerned.

25.2.2 When an employee is held in his present position for more than one (1) pay period following appointment to a new position, his salary will be adjusted as though the transfer had occurred.

25.3 When the appointment to an advertised vacant position is a promotion for the employee who is the successful applicant, and he has at least the minimum qualifications required for his new position, such employee shall not be paid less than the minimum rate established for the position.

25.3.1 If the minimum rate for an advertised vacant position is less than or equal to the rate the successful applicant was receiving prior to his appointment to the advertised vacant position, his rate shall be increased by one (1) increment, provided that such increment does not establish a rate in excess of the maximum for the position to which he was appointed.

25.4 An applicant who is not fully qualified and has been selected for the position, shall for a period of time, be paid at a rate not less than two (2) steps below the minimum rate for the position, on the understanding that his rate of pay will be subject to review by the Corporation at the end of each six (6) month period thereafter until he attains the minimum qualifications for the position at which time he will be paid at least the minimum rate of the classification providing he is able to satisfactorily perform the duties of the position. Normally, no employee shall be paid less than the minimum rate for the position for a period longer than one (1) year.

25.4.1 Where the employee's present salary is equal to or above the minimum rate of pay for the position he will be transferred laterally and retain his present salary and review date.

25.5 Within a Division/Senior Department the Corporation reserves the right to fill a vacant complement position by lateral appointment (without posting an Employment Circular) on the understanding such appointments will only be made with the employee's approval and involve only employees having the same classification or salary range as the vacancy. The employee, upon transferring,

will retain present salary and review date. The Corporation will notify the Union of the name of those employees appointed.

- 25.6 Although any employee may apply for an advertised vacant position, which would result in a lateral transfer, an applicant will not necessarily be considered if he has been in his present position less than two (2) years, unless he has been transferred laterally to his present position at the request of the Corporation.

ARTICLE 26 RECLASSIFICATION

- 26.1 The classifications covered by this agreement shall be as set forth in Appendix "A" attached hereto, and any amendments made thereto from time to time.
- 26.2 The reclassification of a position shall be governed by the Corporation's assessment of the duties to be performed and the corresponding qualifications required.
- 26.3 An employee shall have the right to request a review of his position at any time other than within thirty (30) days prior to his review date, if there is a clearly defined change in his duties and responsibilities. Such a request shall be made in writing to his immediate supervisor with a copy to the Division Manager, Human Resources. Normally a request for a review will not be made more than once in any twelve (12) month period. The employee shall be notified of the Corporation's decision or the progress of the evaluation within thirty (30) calendar days of the employee's written request. Where an employee is dissatisfied with the decision, he may appeal his case to the Division Manager, Human Resources, or as delegated to the appropriate Manager, and an employee may request a Union representative to attend the hearing.
- 26.4 When an employee is reclassified due to position review, he shall be paid the minimum rate for the new classification retroactive to the date of request for reclassification. If his previous salary equals or exceeds the minimum rate for the new classification, his rate shall be increased to the next higher rate within the new salary range providing that his next step is not less than the next step increase in his previous classification.
- 26.5 It shall not be necessary to advertise a position, which had been reclassified to the benefit of the incumbent.
- 26.6 When a position is reclassified, the employee in that position shall be advised in writing by his immediate supervisor. The Industrial Relations/Compensation Department shall forward notice of the reclassification to the Union. The employee and the Union shall be provided with a copy of the revised job description.

ARTICLE 27 TEMPORARY APPOINTMENTS

27.1 An Employee, temporarily appointed to a higher classified position, for a period of nine (9) days or more, who meets the minimum qualifications for the position will be paid at least the minimum rate of pay for the position for the full period of the temporary appointment.

27.1.1 Where the Employee's present salary **is** equal to or exceeds the minimum rate of pay for the position, he will receive one increment.

27.2 An Employee, temporarily appointed to a higher classified position, for a period of nine (9) days or more who does not meet the minimum qualifications for the position and his present salary **is** below the minimum rate of pay for the position will be paid no less than two (2) steps below the minimum rate for the position for the full period of the temporary appointment.

27.2.1 Where the employee's present salary is equal to or above the minimum rate of pay for the position, he will be transferred laterally and retain his present salary and review date.

ARTICLE 28 INCREMENTS

28.1 Each employee who has shown adequate proficiency during the period under review shall receive a within-grade step rate of pay increase (hereinafter called an "increment").

28.1.1 The period under review in the case of an employee receiving a semi-annual increment shall be the six (**6**) month period immediately prior to his review date. The classifications eligible for six (6) month reviews are those referred to in Article 25.5 and those designated in Appendix "A".

28.1.2 The period under review in the case of an employee receiving an annual increment shall be the twelve (12) month period immediately prior to his review date.

28.2 An employee who has not demonstrated the required proficiency during the period under review shall be **so** warned at least four (**4**) pay periods before his review date, and shall not receive an increment unless, in the opinion of the Corporation, there has been sufficient improvement since the said warning to warrant giving

the increment and the Corporation is entirely satisfied that such improvement is likely to continue.

28.3 If the increment is withheld, a further review will be made four (4) pay periods after the regular review date and if an increment is still not warranted, the Corporation may take appropriate corrective action.

28.4 An employee who is eligible to receive a semi-annual or annual increment shall have their review date adjusted as follows:

28.4.1 In the case of personal leave of absence without pay, the review date will be adjusted by the amount of time that the personal leave exceeds thirty (30) consecutive calendar days.

28.4.2 In the case of Layoff, Workers Compensation Leave, Sick Leave and Maternity Leave, an employee who has an annual review date will have their review date adjusted by the amount of time exceeding ninety (90) consecutive calendar days.

28.5 If an employee who is entitled to receive a semi-annual increment has been absent from work for a period in excess of two (2) pay periods, such employee shall not be eligible for an increment until he has completed five (5) months service from his last review date.

28.6 If an employee who is entitled to receive an annual increment has been absent from work for a period in excess of three (3) pay periods, such employee shall not be eligible for an increment until he has completed eleven (11) months service from his last review date.

28.7 Absence for the purpose of Article 28.4 and 28.5 above shall include all time off work with the single exception of the employee's regular annual vacation.

28.8 Increments within a salary range shall be effective from the commencement of the pay period in which the employee's review date falls.

ARTICLE 29 GRIEVANCES

29.1 If a grievance arises, there shall be no suspension of work and an earnest effort shall be made by both parties to resolve the grievance without undue delay.

29.2 The Union may elect or appoint a steward from each of the various departments who shall be known as an "area steward" and who shall be authorized to act on grievances with the Corporation.

- 29.3 Whenever possible a grievance shall be handled by the area steward. The area steward may obtain assistance from the Grievance Committee.
- 29.4 The Union shall keep the Corporation informed of the names of the area stewards and the members of the Grievance Committee.
- 29.5 No employee shall be a member of the Grievance Committee during the settlement of his personal grievance. However, an employee shall have the right to attend any joint meeting or hearing pertinent to his grievance.
- 29.6 The Corporation shall keep the Union informed as to the names of personnel designated from time to time to act on its behalf in respect to grievances.
- 29.7 A grievance shall be presented in writing with a copy forwarded to the Industrial Relations/Compensation Department, within thirty (30) working days of the date the grievance was first known to have occurred. However, a grievance resulting from a suspension or discharge must be submitted through Article 29.8 Step Two of the Grievance Procedure within ten (10) working days of the suspension or discharge.

29.8 GRIEVANCE PROCEDURE

Step One An employee (or group of employees) who believes he has a grievance and alleges a violation of this agreement, or who believes he has been unjustly treated in the application or interpretation of this agreement, shall first approach his immediate supervisor and attempt to resolve the matter at that level. The employee shall be accompanied by an area steward if he so desires, provided that an area steward is readily available. If settlement is not reached through discussion, the employee (or group of employees) in cooperation with a representative of the Union shall, within thirty (30) working days of the date the grievance was first known to have occurred, present the written grievance to his supervisor on a grievance form provided by the Union for that purpose. The supervisor will give his decision in writing on the same grievance form within ten (10) working days. The grievance form will then be forwarded to the Union Grievance Committee.

Step Two If settlement is not reached in Step One, the Union Grievance Committee will further review the circumstances of the case and if it considers the grievance still valid, it shall within five (5) working days, forward the grievance form to the appropriate Division Manager or as delegated, to a Manager, with a request that a meeting be held to discuss the matter. The meeting shall be held within five (5) working days following receipt of the

completed grievance form and the Manager's decision shall be given not later than five (5) working days following the meeting.

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

29.9 If the Grievance Committee and the Corporation settle a grievance, which involved the discharge or suspension of an employee and agree that the employee was unjustly discharged or suspended, the employee shall be reinstated without **loss** of pay or any other benefits under the terms of this agreement, retroactive to the time of discharge or suspension, provided the employee affected can prove he was willing and able to carry on his normal work throughout the period for which the discharge or suspension was in force.

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

Such grievances initiated by the Union shall be made to the Manager of Industrial Relations/Compensation and such grievances initiated by the Corporation shall be made to the President of C.U.P.E., Local 998, and in either case shall be within thirty (30) working days from the date of the action giving rise to the grievance.

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

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

29.11 When it is impracticable to process grievances within the specified time limits, they may be varied by arrangement between the Corporation and the Union.

ARTICLE 30 ARBITRATION

- 30.1 If settlement of any grievance is not reached under the provision of Article 29, then either the Corporation or the Union may submit the matter to arbitration.
- 30.2 Arbitration proceedings shall be instituted by either party serving upon the other a written notice to arbitrate within a period of thirty (30) working days following receipt of the appropriate Vice-president's decision to the grievance under Step Three of Article 29.
- 30.3 Each party shall within seven (7) days of service of the notice referred to in Article 30.2, appoint a member to a Board of Arbitration. The two (2) members so appointed shall then choose a chairperson. If the members are unable to agree on a chairperson within fourteen (14) days of the serving of said notice, they shall request the Manitoba Labour Board to appoint a chairperson.
- 30.3.1 In order to expedite the arbitration process, the parties agree that they may utilize a single arbitrator rather than a Board of Arbitration. The parties will meet within seven (7) days of the service of notice referred to in Article 30.2 to discuss the issue and upon mutual agreement, a single arbitrator rather than a Board of Arbitration may be utilized.
- If the parties cannot agree to a single arbitrator, they shall request the Manitoba Labour Board to appoint a Chairperson.
- 30.4 A Board of Arbitration appointed pursuant to Article 30.3 shall meet and hear evidence from both sides and attempt to issue an award within thirty (30) calendar days after the completion of the hearing of evidence. An award by a majority of the Board of Arbitration or in the absence of an award by a majority, then the award of the Chairperson shall be deemed to be the award by the Board and shall be final and binding on all parties concerned. If the Board of Arbitration does not issue the award within the specified thirty (30) calendar days, either party may request the Minister of Labour of the Province of Manitoba to consult with the parties and the Board of Arbitration for the purpose of expediting the settlement of the grievance.
- 30.5 The Corporation and the Union agree that each will bear an equal share of the fees and expenses, if any, incurred as a result of the appointment of a chairperson to the Board of Arbitration.
- 30.6 A Board of Arbitration shall not have any authority to alter or change any of the provisions of this agreement, or to substitute any new provisions in lieu thereof, or to make any award contrary to the terms or provisions of this agreement.

30.7 A Board of Arbitration shall have the authority to determine whether any matter referred to it is arbitrable.

30.8 The parties may, in certain circumstances, mutually agree to act as advocates themselves in the matter rather than utilizing legal counsel. It is recognized that legal counsel may be consulted but will not present the case at arbitration.

ARTICLE 31 COMPENSATION FOR INJURY

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31.1 When an employee is unable to work and is in receipt of Workers Compensation allowance as a result of an injury incurred in the course of his employment with the Corporation, the Corporation shall pay to such employee amounts which, when combined with the compensation allowance, shall ensure the maintenance of his/her basic biweekly salary plus Northern allowances if applicable, less the following deductions:

- a) Unemployment insurance;
- b) Canada Pension Plan; and
- c) Income Tax.

Such payments shall be made without **loss** of an employee's sick leave credits.

31.1.1 Payments as set out in Article 31.1 will cease once a Workers Compensation disability settlement is awarded and the employee will have his income established in accordance with the provisions of the Corporation's Long Term Disability Plan.

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31.2 When an employee suffers an injury which necessitates relocation, job retraining and/or job placement, the Corporation shall undertake to retrain the employee provided:

- a) the degree of retraining shall be governed by the capability of the employee being retrained, and
- b) the employee is willing to accept a suitable alternative position, and
- c) such a position is available within the Corporation.

31.3 An employee being retrained as a result of having suffered an injury shall have his income established in accordance with the provision of the Corporation Long Term Disability Plan.

- 31.4 An employee who refuses to retrain will be placed into any vacant position in which he is able to meet the requirements and his salary will be established in accordance with the rate for that position.

ARTICLE 32 SAFETY AND WELFARE

- 32.1 The Corporation shall make every reasonable provision for the safety and health of an employee during the hours of his employment.
- 32.2 The Union shall promote in every way possible the realization by an employee of his individual responsibility to prevent accidents to himself and his fellow employees during hours of work.
- 32.3 Each employee shall observe and be bound by such rules and regulations relating to the safe performance of his work as may be published by the Corporation from time to time.
- 32.4 Each employee shall conduct himself in the performance of his duties and in the handling of Corporation equipment so as to minimize the possibility of injury to the public at large.
- 32.5 In the interests of the safety and welfare of an employee, the Corporation may require an employee to submit to a complete medical examination at reasonable intervals at the Corporation's expense. The employee shall receive a copy of the medical report on request. If the report adversely affects, or may adversely affect the employee's employment, he may, at his own expense, within fifteen (15) working days have a competent physician of his own selection conduct an independent examination, and a copy of the physician's report shall be furnished to the Corporation.
- 32.6 If, as a result of a medical examination, the Corporation deems it advisable and in the interests of an employee and the welfare of others, to transfer such employee to other duties, the employee may be so transferred, and thereafter he shall be reclassified according to the new duties to be performed and shall be paid in accordance with his new classification.

ARTICLE 33 REST PERIODS

- 33.1 An employee shall be allowed a rest period fifteen (15) minutes in the morning and in the afternoon, within a period established in the department in which he is employed.

ARTICLE 34 SCHOOLS AND TRAINING

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- 34.1 When an employee attends a Corporation sponsored school during normal working hours, he will be paid at his normal rate of pay.
- 34.2 When an employee is invited to attend a Corporation sponsored school, all or part of which is outside of normal working hours, he shall receive pay for normal hours of work only. There will be no additional pay for extra hours of school or travel.
- 34.3 When an employee is enrolled in a course of studies outside the Corporation, he may be allowed to make suitable arrangements with his immediate supervisor to work hours in excess of the regular work day in order to attend day lectures at an institute of learning for up to a maximum of three (3) hours per week, plus travelling time. Should a specific course include a laboratory period in conjunction with the day lectures, then additional time off not exceeding three (3) hours plus travelling time per week may be arranged. In any event, the total time off during any work day shall not exceed three (3) hours plus travelling time and will only be granted for those courses not available outside normal working hours. These provisions will be subject to the work load conditions in the specific department affected.
- 34.4 Where an employee receives Corporate approval to attend a conference or seminar, all or part of which is outside of normal working hours, he shall receive pay for normal hours of work only. There will be no additional pay for extra hours of attendance or travel. He will be reimbursed for registration, and where required, travel and accommodation costs.

ARTICLE 35 TECHNOLOGICAL OR ORGANIZATIONAL CHANGE AND JOB SECURITY

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- 35.1 When staff displacements and/or reductions are necessary due to a technological or organizational change, the Corporation shall:
 - 35.1.1 Notify the Union of technological or organizational change at the earliest opportunity but in the case of change affecting more than three (3) employees not less than one hundred and twenty (120) calendar days prior to implementation.

- 35.1.2 Convene meetings with the Union to outline the plans for the change and provide information on the following:
- a) the nature of the change;
 - b) the proposed implementation date(s) for the technological or organizational change;
 - c) the anticipated number, type, and location of employees to be directly affected;
 - d) anticipated changes to the terms and working conditions of employment of the employees affected.

35.2 "Technological Change" means:

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

35.3 When the introduction of a technological or organizational change results in staff displacement(s) and/or reduction, the Corporation will provide appropriate work to affected employees.

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

35.3.2 In placing employees, Article 23 and the process and general conditions as outlined in L.O.U. #10/97 will apply.

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35.4 In placing employees, as set out in Article 35.3, the Corporation takes the responsibility for retraining of employees for work requirements associated with the new technology, placement into an existing vacancy, or to assist an employee to return to his former classification provided:

- a) the degree of retraining shall be governed by the capability of the employee being retrained, and
- b) the employee is willing to accept a suitable alternative position, and
- c) such a position is available in the Corporation without displacing another employee.

35.5 The Corporation will make a reasonable effort to place the employee within his headquarters zone.

✓ 35.6 Where an employee is affected by technological and/or organizational change and the Corporation places the employee in accordance with Article 35.3 the employee shall receive salary treatment in accordance with Corporate policy however, in no case shall the employee's salary be reduced for fifty-two (52) pay periods.

35.7 An employee who refuses to retrain or accept a position made available to him under the provisions of Article 35.3 may exercise his bumping rights, or will be placed into any vacant position in which he is able to meet the requirements and his salary will be established in accordance with the rate of pay for that position.

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

ARTICLE 36 NORTHERN ALLOWANCE

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36.1 When an employee covered by this agreement is assigned a headquarters zone north of the 53rd Parallel and is not provided with meals and accommodation or reimbursement for meals and accommodation, the Corporation shall pay such employee in addition to his basic salary, a biweekly or hourly equivalent Northern Allowance on straight time hours only. The Northern Allowance paid will be the amount allocated to the headquarters zone to which the employee is assigned.

36.1.1 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 dependents of the employee reside in the home. The Corporation may require a declaration by the employee attesting to the above.

36.1.2 An employee who does not qualify under Article 36.1.1 shall receive single Northern Allowance.

36.2 When both spouses are employed by the Corporation in the same headquarters zone, they will be eligible for Dependents Northern Allowance payable to one (1) spouse only.

36.3 Northern Allowance rates for each headquarters zone north of the 53rd Parallel shall be reviewed in accordance with the established Northern Allowance Formula during the first week of January of each year.

36.4 Any adjustment resulting from the provisions of Article 36.3 will be implemented effective the first day following the last pay period ending in March.

NORTHERN TRANSPORTATION

36.5 Employees in receipt of Northern Allowance shall be reimbursed for transportation costs associated with travel for the purpose of vacations, emergencies, or authorized leave of absence on the following basis, provided the transportation trips are utilized during the vacation year in which they accrue.

36.5.1 An employee continuously employed in a remote location will be eligible for:

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

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

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

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

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

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

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

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

Corporate Paid Public Transportation

- 36.5.3.1 When an employee requests that the Corporation arrange for public transportation or where this is not feasible and the employee arranges his 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 airfare on a regularly scheduled flight to Winnipeg and return.

Own Transportation Arrangements or Personal Transportation Other Than Charter Air Flights

- 36.5.3.2 An employee who elects to make his own transportation arrangements, other than for charter air flights, or to use his 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 - same as the employee rate.

Each dependent child two years of age or over - 50% of the employee rate.

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

- 36.5.3.3 An employee who elects the provisions of Article 36.5.3.2 may apply at least two (2) weeks prior to the first day of approved leave or approved departure date and receive, on his last regular day of work prior to departure, a 100% advance of the transportation costs for which he is eligible.

Charter Air Flights

36.5.3.4 An employee who elects to make his own transportation arrangements for a charter air flight within the Province of

Manitoba will be reimbursed upon presentation of the flight manifest as follows:

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

36.5.3.4.2 The cost of the charter air flight will be allocated equally among the persons involved in the charter, whether they be eligible for reimbursement from the Corporation or not. The amount per person shall not exceed the cost of 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.

36.5.3.4.3 The amount reimbursed per person will be the greater of the amount calculated in Article 36.5.3.2 or the amount calculated in Article 36.5.3.4.2.

36.5.3.5 Payment for northern transportation trips in Articles 36.5.3.1, 36.5.3.2 and 36.5.3.3 will only be made to an employee and eligible dependents who actually make a trip(s). An employee who has had the Corporation arrange for public transportation for himself and/or his 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.

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

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

- 36.8 An employee, transferred from one northern location to another shall, at the time of his trip, be treated as if he had spent all his northern service in the location to which he was transferred.
- 36.9 An employee in receipt of a Northern Allowance will be eligible for reimbursement of transportation costs for himself, dependent spouse and dependent children. Eligibility for transportation reimbursement is not contingent on the family travelling as a unit (subject to Article 36.5.3.1).
- 36.9.1 **An** employee's spouse employed by another employer may be eligible for northern transportation trips provided he/she is not eligible for trips or a readily identifiable remuneration in lieu of from his/her employer. If the number of trips or remuneration provided by the Corporation exceeds what is provided by the spouse's employer, the employee's spouse will be eligible for the difference in number of trips or remuneration.
- 36.9.2 When both spouses are employed by the Corporation in the same headquarters zone, only one (1) spouse will be eligible for reimbursement costs.

ARTICLE 37 LONG SERVICE RECOGNITION

- 37.1 An employee with thirty-four (34) or more years of service will accumulate on straight time hours paid, up to five (5) working days long service recognition credits during each year of service. Accumulation will be on the basis of 0.193 days per biweekly pay period up to a maximum of five (5) days for biweekly employees and 1.40 hours per seventy-two and one-half (72 1/2) straight time hours to a maximum of thirty-six and one-quarter (36 1/4) hours for hourly employees. Once an employee has accumulated one-half (1/2) day, credits may be utilized as time off with pay. At the end of each vacation year, outstanding long service recognition credits in excess of five (5) days will be paid off. On request, an employee may have all outstanding long service recognition credits paid off at vacation year end.

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ARTICLE 38 VOLUNTARY HEALTH PLANS

- 38.1 The Corporation will provide a Voluntary Ambulance and Hospital Semi-Private Plan or an Extended Health Benefits Plan as outlined in Appendix "C".

ARTICLE 39 DENTAL PLAN

39.1 The Corporation will provide a Dental Service Plan for all staff and regular status employees, as outlined in Appendix "D".

ARTICLE 40 SEVERANCE PAY

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40.1 Effective date of signing, an employee will accumulate three (3) days pay for each complete year of service beyond twenty-five (25) years of service (pro-rated for a partial year of service), payable on resignation; retirement, death or termination, for reasons other than dismissal, at the employee's prevailing basic rate of pay.

ARTICLE 41 SALARY RANGES

- 41.1 The salary range and the hourly rate for each respective classification covered by this agreement shall be as set forth in Appendix "A", which is attached hereto and forms part of this agreement.
- 41.2 The Corporation shall advise the Union of changes in or additions to the classifications that come within the scope of the agreement, and the Corporation shall negotiate with the Union the salary range and hourly rate for such changes or additions.
- 41.3 The Corporation's existing class specifications covering the C.U.P.E. classifications shall not be modified without prior review with the Union.

ARTICLE 42 DISCRIMINATION AND HARASSMENT FREE WORKPLACE

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42.1 The Corporation will endeavour to provide a work environment in which all employees are treated equally and respectfully and are NOT subjected to discrimination, harassment, or any other conduct which undermines a person's dignity and worth.

42.1.1 Discrimination and harassment are defined in AD 597 - Discrimination and Harassment Free Workplace.

42.2 The Corporation will NOT knowingly exercise, practice or condone any discrimination, harassment, reprisal, restriction, interference, or coercion of or by its employees based upon characteristics that include: ancestry, including colour and perceived race; nationality or national origin; ethnic background or origin; religion or creed, or religious belief, religious association or religious activity; age; sex, including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy; gender-determined characteristics; sexual orientation; marital or family status; source of income; political belief, political association or political activity; physical or mental disability or related characteristics or circumstances - unless the action is based upon bonafide and reasonable requirements or qualifications for the employment or occupation.

42.3 Without restricting the generality of this Article the parties have agreed to the procedure re: Investigation Procedures as set out in Letter of Understanding #2/97.

42.3.1 The Union and the Corporation jointly encourage employees to report all instances of harassment through this procedure.

42.4 If an employee alleges that they are being harassed and if they request of the Corporation that they be allowed to cease immediate contact with the alleged harasser, the Corporation will make every reasonable effort to accommodate the request providing:

- a) that the Investigation Officer be allowed to make an immediate determination of the situation and provides a substantiating report to the Division Manager, Human Resources Division; and
- b) The Division Manager, Human Resources, be given the time required to advise the appropriate Vice-president of the necessity of the action.

Where (a) and (b) have occurred the employee will be re-assigned, without loss of pay, until the complaint is investigated and resolved, or such earlier time as the employee may be willing to return to the original work site or the alleged source of the harassment has been removed from the employee's original work area.

42.5 A grievance may be lodged under this Article where it is alleged that the Corporation has not properly discharged its obligation to provide employees with a work environment free from harassment. The timeframe for filing a complaint shall be within six (6) months of the alleged harassment or, where the alleged harassment is of a continuing nature within six (6) months of the last alleged instance.

42.5.1 If the person who would receive the grievance at any step is alleged to be involved in the harassment, the grievance may be initiated at the next higher step.

- 42.6 An Arbitrator shall have the authority to recommend a remedy and shall be guided by the decisions and practices of the Manitoba Human Rights Commission in resolving Sexual Harassment complaints. The authority of the Arbitrator shall be equivalent to the authority of an "adjudicator" as established under the Manitoba Human Rights Code as proclaimed December 10, 1987.
- 42.7 AD's and PD's regarding Discrimination and Harassment Free Workplace will not be changed without consultation of the union.

ARTICLE 43 DISCIPLINE. DISCHARGE

- 43.1 No employee shall be discharged or suspended without proper and sufficient cause.
- 43.1.1 The employee shall be informed of his right to have a Union representative present when a letter of warning is issued or discharge or suspension is invoked.
- 43.1.2 The Union shall be advised verbally and then in writing of the discipline invoked.
- 43.2 The Union shall be provided with a copy of all letters of warning.
- 43.3 Both parties recognize that the application of the principles of progressive discipline are to be corrective in nature and in practice.
- 43.4 An employee, or the Union with the employee's written permission, shall have the right to have access to the employee's personnel file. The employee shall have the right to respond in writing to documents relating to disciplinary action contained therein and such reply shall become part of the personnel file.
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43.5 Letters of warning or letters of disciplinary action will be removed after twelve (12) months from an employee's personnel file providing the employee's performance has improved to the satisfaction of the Corporation.

ARTICLE 44 HUMAN RESOURCE ADJUSTMENT COMMITTEE

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44.1 The parties agree to the establishment of the Human Resource Adjustment Committee for the purpose of developing a plan to minimize the economic impact on employees who may be displaced from employment due to planned technological, business or organizational change.

- 44.2 The Committee shall be comprised of an equal number of Union and Management representatives and shall consult on a cooperative basis on Corporate plans which are estimated to displace more than ten (10) employees from employment.
- 44.3 The Committee shall, no later than twenty-one (21) days following the date of Corporate notification of technological change to the Union, or following the date of notification of a business or organizational change to the committee, present a report to Management which may contain recommendations to minimize the economic impact on the affected employees and to provide recommendations to assist employees in securing alternate employment.
- 44.3.1 Planned business, technological or organizational change will not be implemented until Management has responded to the recommendations of the Human Resource Adjustment Committee.
- 44.4 The parties agree to develop an expedited arbitration process where there is a question as to whether or not the planned change is a "technological change" as defined in Article 35.
- 44.5 Article 44.4 does not permit arbitrating the Corporation's right to introduce technological change, nor does it limit the Corporation's right to displace employees as a natural result of such a change, and conversely the Corporation's obligation under Article 35 shall not be mitigated or limited as a result of this Article.

ARTICLE 45 LONG TERM DISABILITY INCOME PLAN

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no details
- 45.1 The Corporation will continue to provide a Long Term Disability Income Plan for all staff and regular status employees. The Plan will be administered and funded by the Corporation. The details of the Plan will be provided to the Union.

ARTICLE 46 NO DISCRIMINATION

- 46.1 The Corporation agrees that there shall be no discrimination or differential treatment, with respect to any employee by reason of ancestry, including colour and perceived race; nationality or national origin; ethnic background or origin; religion or creed or religious belief, religious association or religious activities; age; sex, including pregnancy; sexual orientation; marital or family status; political belief, political association or political activity; nor physical or mental disability.
- 46.1.1 In the application of the Article, the Corporation will not be restricted in
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the implementation of employment equity and other special programs permitted by Section 11 of the Manitoba Human Rights Code dated December 10, 1987.

ARTICLE 47 CONTRACTING OUT

_____ a e its workfor e i a manner which will promote efficiency in all operations.

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

47.2. As an alternative to contracting out, and where practicable the Corporation may hire term employees in a manner specified in Article 21.7 of the Collective Agreement. Providing they have the qualifications and abilities to perform the work, employees who are currently on lay-off or to be laid off, or prior to exercising their bumping rights will be considered prior to hiring term employees.

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

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

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

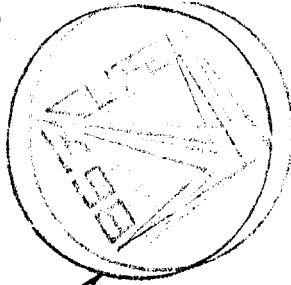
47.4 The union will be advised of any renewal or extension of any contract for services identified in Article 47.3.

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

Canadian Union of Public Employees, Local 998

For Manitoba Hydro

Per:



Per:

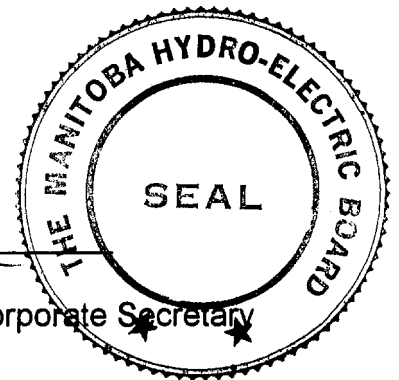
R.A. Maes
President

R.B. Brennan
President and Chief Executive Officer

S. Oakley
Representative

Canadian Union of Public Employees

K.M. Tennenhouse
General Counsel & Corporate Secretary



SETTLEMENT PAY

This forms part of the collective agreement between the Manitoba Hydro-Electric Board and Local 998 of the Canadian Union of Public Employees, effective 1997 12 25.

The salary table in Appendix "A" shall apply from 1997 03 20 to 1998 03 18 in Term I, from 1998 03 19 to 1999 03 17 in Term II, and from 1999 03 18 to 2000 03 29 in Term III.

The Corporation shall grant settlement pay as follows:

- d) to each employee of the Corporation who was in the employ of the Corporation on or after 1997 03 20 and is still so employed as of 1997 12 25; and
- e) to each employee who retired or to the estate of an employee who died between 1997 03 20 and 1997 12 25; and
- f) to each employee who terminated or was on extended leave without pay on or after 1997 03 20 and submits a written request for settlement pay within sixty (60) calendar days following 1997 12 25.

Such settlement pay shall be an amount which is equal to the difference between the salary which an employee would have earned for all basic hours paid (including hours worked and paid time off) during the period 1997 03 20 to 1997 12 25 inclusive, had the Salary Table in Appendix "A" been in effect on 1997 03 20, and the amount of salary which the employee did earn during said period for basic hours paid.

Employees who retired or to the estate of an employee who died between 1997 03 20 and 1997 12 25 will also receive settlement pay on vacation and banked vacation payouts and on all sick leave vesting, severance and early retirement allowance payments.

To each employee who commenced maternity leave between 1997 03 20 and 1997 12 25. Settlement pay from 1997 03 20 up to the first day of leave. Such employees will also have their maternity allowance adjusted accordingly based upon the new wage rates retroactive to the commencement of their leave.

APPENDIX "A"

CLASSIFICATION LISTING
Alphabetical Order

Refer to Salary Table for Appropriate Salary Range

Artist Technician I	13 - 17 Inclusive
Artist Technician II	17 - 21
Artist Technician III	20 - 24
Artist Technician IV	24 - 28
Budget Analyst I	15 - 19
Budget Analyst II	20 - 24
Budget Analyst Senior	25 - 29
Business Representative I	16 - 20
Business Representative II	18 - 22
Business Representative III	22 - 26
Business Representative IV	23 - 27
Business Representative V	25 - 29
Buyer I	16 - 20
Buyer II	21 - 25
** Clerk I	8 - 10
* Clerk II	11 - 15
Clerk III	15 - 19
Clerk IV	19 - 23
Clerk V	22 - 26
** Clerk Steno I	10 - 11
* Clerk Steno II	12 - 16
Clerk Steno III	16 - 20
** Clerk Typist I	9 - 10
* Clerk Typist II	11 - 15
Clerk Typist III	15 - 19
Client Representative	Under Review
** Computer Operator I	12 - 13
* Computer Operator II	14 - 18
Computer Operator III	19 - 23

**	EngineeringAid I	8 - 12	Inclusive
*	EngineeringAid II	14 - 18	
	EngineeringAid III	18 - 22	
	Expediter I	21 - 25	
	Expediter II	23 - 27	
	Expediter III	25 - 29	
	General Accountant I	15 - 19	
	General Accountant II	20 - 24	
	General Accountant III	23 - 27	
	General Accountant IV	25 - 29	
**	Information Writer I	8 - 12	
*	Information Writer II	13 - 17	
	Information Writer III	17 - 21	
	Information Writer IV	20 - 24	
	Library Technician I	14 - 18	
	Library Technician II	18 - 22	
	Marketing Technician I	20 - 24	
	Marketing Technician II	23 - 27	
**	Process Control System Software Specialist I	21 - 25	
	Process Control System Software Specialist II	25 - 29	
	Process Control System Software Specialist III	27 - 31	
	Process Control System Software Specialist IV	29 - 33	
	Processing Data Analyst I	21 - 25	
	Processing Data Analyst II	23 - 27	
	Processing Support Analyst I	21 - 25	
	Processing Support Analyst II	23 - 27	
	Processing Support Analyst III	25 - 29	
**	ProductionArtist I	12 - 13	
*	ProductionArtist II	14 - 18	
	ProductionArtist III	18 - 22	
	ProductionArtist IV	21 - 25	
	Property Appraiser I	<u>24 - 28</u>	
	Property Appraiser II	<u>27 - 31</u>	
	PurchasingAgent	25 - 29	

**	Reproduction Equipment Operator I	6 - 8 Inclusive
*	Reproduction Equipment Operator II	9 - 13
	Reproduction Equipment Operator III	14 - 18
	Reproduction Equipment Operator IV	17 - 21
	Research Analyst I	19 - 23
	Research Analyst II	23 - 27
	Research Analyst III	25 - 29
	Right-of-way Agent I	21 - 25
	Right-of-way Agent II	25 - 29
	Student	4
**	Support Specialist I	20 - 24
	Support Specialist II	25 - 29
	Support Specialist III	27 - 31
	Support Specialist IV	29 - 33
	Technical Assistant I	21 - 25
	Technical Assistant II	24 - 28
	Technical Assistant III	26 - 30
	Traffic Analyst	21 - 25
	Traffic Analyst Senior	25 - 29
**	Word Processing Operator I	12 - 13
	Word Processing Operator II	14 - 18
	Word Processing Operator III	17 - 21
	Word Processing Operator IV	19 - 23
**	System Developer I	20 - 24
	System Developer II	25 - 29
	System Developer III	27 - 31
	System Developer IV	29 - 33
*	Denotes exceptions referred to in Article 24.1. ■ -	
**	Denotes exceptions referred to in Articles 24.1.1 and 28.1.1.	

C.U.P.E. LOCAL 998

SALARY TABLE

FROM 1997 03 20 TO 2000 03 29

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STEP	RATES			STEP	RATES		
	97 03 20 - 98 03 18 (+ 1.0%)	98 03 19 - 99 03 17 (+ 1.0%)	99 03 18 - 2000 03 29 (+2.0%)		97 03 20 - 98 03 18 (+ 1.0%)	98 03 19 - 99 03 17 (+ 1.0%)	99 03 18 - 2000 03 29 (+2.0%)
4	8.88 643.80	8.97 650.33	9.15 663.38	19	16.17 1172.33	16.33 1183.93	16.66 1207.85
5	9.20 667.00	9.29 673.53	9.48 687.30	20	16.82 1219.45	16.99 1231.78	17.33 1256.43
6	9.56 693.10	9.66 700.35	9.85 714.13	21	17.57 1273.83	17.75 1286.88	18.10 1312.25
7	10.00 725.00	10.10 732.25	10.30 746.75	22	18.31 1327.48	18.49 1340.53	18.86 1367.35
BR 8	10.31 747.48	10.41 754.73	10.62 769.95	23	19.12 1386.20	19.31 1399.98	19.70 1428.25
9	10.78 781.55	10.89 789.53	11.11 805.48	24	19.93 1444.93	20.13 1459.43	20.53 1488.43
10	11.19 811.28	11.30 819.25	11.53 835.93	25	20.81 1508.73	21.02 1523.95	21.44 1554.40
11	11.65 844.63	11.77 853.33	12.01 870.73	26	21.76 1577.60	21.98 1593.55	22.42 1625.45
12	12.13 879.43	12.25 888.13	12.50 906.25	27	22.66 1642.85	22.89 1659.53	23.35 1692.88
13	12.68 919.30	12.81 928.73	13.07 947.58	28	23.63 1713.18	23.87 1730.58	24.35 1765.38
14	13.12 951.20	13.25 960.63	13.52 980.20	29	24.72 1792.20	24.97 1810.33	25.47 1846.58
15	13.68 991.80	13.82 1001.95	14.10 1022.25	30	25.85 1874.13	26.11 1892.98	26.63 1930.68
16	14.28 1035.30	14.42 1045.45	14.71 1066.48	31	27.01 1958.23	27.28 1977.80	27.83 2017.68
17	14.88 1078.80	15.03 1089.68	15.33 1111.43	32	28.23 2046.68	28.51 2066.98	29.08 2108.30
18	15.50 1123.75	15.66 1135.35	15.97 1157.83	33	29.47 2136.58	29.76 2157.60	30.36 2201.10

APPENDIX "B"

MATERNITY LEAVE

An employee who qualifies for maternity leave under the provisions of Article 18 may apply for such leave without pay in accordance with either Plan A or Plan B but not both.

An employee will be eligible for specified service related benefits and Corporate service in accordance with Article 18.22 and 18.23.

PLAN A - MATERNITY LEAVE

1. An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Unemployment Insurance waiting period. The employee must notify the Corporation as to her intention of applying sick leave for this purpose.
2. Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for accumulation of the number of sick days granted under subsection (1), the employee shall reimburse the Corporation for the outstanding sick leave.

PLAN B - MATERNITY LEAVE WITH ALLOWANCE

1. This plan will be effective on the date a Supplementary Employment Benefit Plan (SUB) is approved for implementation by Human Resources Development Canada and limited to maternity leaves commencing on or after that date.
2. In order to qualify for maternity leave with allowance, an employee must provide the Corporation with proof that she has applied for unemployment insurance benefits and is receiving such benefits or is serving the two week UI waiting period.
3. An employee applying for maternity leave with allowance must sign an agreement with the Corporation providing that:
 - a) she will return to the same work schedule worked prior to the commencement of Maternity Leave and remain in the employ of the Corporation for at least six (6) months following her return to work except as follows:
 - When a full-time employee returns to work on a scheduled part-time or to a job sharing arrangement, she will be required to work the equivalent of six (6) months service (nine hundred and forty-two and one-half (942.5) hours) within a fifteen (15) month period.

Scheduled part-time arrangement is defined as working two (2) or more full-time days per week.

and

- 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.

4. Under the conditions set out above an employee will be entitled to the following allowances:

STAFF STATUS

- a) 93% of her basic rate of pay for the first two weeks, followed by
- b) Payments equivalent to the difference between 93% of her basic rate of pay and U.I. benefits for a maximum of fifteen (15) additional weeks.

REGULAR STATUS

A proration of the above staff status benefit proportionate to the basic hours worked during the twelve (12) consecutive months immediately preceding maternity leave as compared to the normal annual basic hours of work.

5. It is understood between the parties, that the sole liability of the Corporation will be to provide the SUB payment as set in (4). The payment of this benefit based on the information provided by the employee and Human Resources Development Canada is agreed to be full performance by the Corporation of its obligation under the Collective Agreement.

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i.e. Supplement
17 weeks 93%
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APPENDIX "C"

VOLUNTARY HEALTH PLANS

Staff and regular status employees other than term employees with less than one ~~(1)~~ year of service, will be eligible to be included in the voluntary Ambulance and Hospital Semi-Private Plan or the Extended Health Benefits Plan in force in the Corporation.

The Corporation will pay one hundred percent (100%) of the cost of the Ambulance and Hospital Semi-private Plan.

The Corporation share of the prevailing premiums for the Extended Health Benefits and Vision Care Plan shall be seventy percent (70%).

The Vision Care benefit to employees and each eligible dependent shall be a maximum of one hundred and fifty dollars (\$150.00) once every twenty four (24) consecutive month period for each family member.

A summary of the Plans is as follows:

AMBULANCE AND HOSPITAL SEMI-PRIVATE PLAN

The Corporation pays one hundred percent (100%) of the prevailing Ambulance and Hospital Semi-Private Plan premiums.

✓
70%
100

AMBULANCE BENEFITS

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.

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

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 a comparable payment for additional semi-private charges by hospitals outside Manitoba.

If a subscriber requires diagnostic testing or treatment, on the recommendation of a medical practitioner, at a Manitoba hospital located more than sixty (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.

EXTENDED HEALTH BENEFITS PLAN

The Corporation share of the prevailing premiums for the Extended Health Benefits Plan shall be seventy percent (70%).

The Extended Health Benefits Plan includes the Ambulance/Hospital benefits outlined previously, plus the following benefits subject to the terms and conditions of the contract:

- 1. for drugs (listed and de-listed), serums, injectibles and insulin purchased on the prescription of a medical doctor - 80% of the Manitoba Pharmacare annual deductible.

Not covered are vitamins and vitamin preparations (unless injected) and patent or proprietary drugs and "over the counter" drugs.

2. for private duty nursing in a hospital by a professional nurse (not an employee of the hospital) when recommended by a physician, and 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 - 80% of the eligible charges. The maximum payment is \$3,000 per person per calendar year;
3. for cardiac rehabilitation for cardiac patients when prescribed by the attending physician after myocardiac infarction, coronary bypass surgery or valve replacement or for the management of angina pectoris - 80% of the eligible charges. The lifetime maximum eligible charge is \$300 per person;

4. for dental treatment required as a result of accidental injury where natural teeth have been damaged or broken or a dislocated jaw requires setting - 80% of the eligible charges. Treatment must start within 90 days of the accident;
5. for prosthetic appliances and miscellany required as a result of illness or accidental injury, upon the written prescription of a physician - 80% of the eligible charges;

Includes artificial limbs and eyes, crutches, splints, casts, trusses, braces, lumbar-sacro supports, corsets, traction equipment, knee braces, cervical collars, surgical elastic stockings, modification to orthopedic shoes, one pair of orthopedic shoes per year when part of a brace and 50% of the cost of one pair of specially-made orthopedic shoes per year.
6. for breast prosthesis and surgical bras, upon the written prescription of a physician - 80% of the eligible charges. The maximum eligible charge is \$100 per single prosthesis or bra and \$200 per double prosthesis or bra per calendar year;
7. for wigs or hairpieces necessitated by illness or accidental injury, upon the written prescription of the attending physician - 80% of the eligible charges. The lifetime maximum eligible charge is \$1,000 per person;
8. for rental or purchase of an iron lung, wheelchair, hospital-type bed or respirator, when requested by a physician - 80% of the eligible charges. The lifetime maximum eligible charge is \$1,000 per person. The rental or purchase of other prescribed medical equipment has a lifetime maximum eligible charge of \$250 per person;
9. for physiotherapy and chiropody services - 80% of the eligible charges. The maximum eligible charge is \$350 per person per calendar year;
10. for nutrition counselling provided by a registered dietitian when you are referred by a medical doctor - 80% of the eligible charges. The maximum eligible charge is \$350 per person per calendar year;
11. for psychological services rendered by a Clinical Psychologist when the patient has been referred by a psychiatrist or medical doctor - 80% of the eligible charges. The maximum eligible charge is \$350 per person per calendar year;
12. for travel protection for medical, surgical and hospital services as a result of an accident or illness when you are travelling outside Manitoba. Claims are paid in Canadian dollars at the exchange rate in effect when the claim was incurred - 80% of the eligible charges. The maximum payment is \$2,500 per person per calendar year;

13. for athletic therapy for services of a Certified Athletic Therapist when recommended by a medical doctor - 80% of the eligible charges. The maximum eligible charge is \$10 per visit and \$100 per person per calendar year.

NOTE: Chiropractic services are not covered. Chiropractic services are insured by the Manitoba Health Services Commission up to an annual maximum that is set by the Commission.

VISION CARE PLAN

The Vision Care benefit to employees and each eligible dependent shall be to a maximum of one hundred and fifty dollars (\$150.00) once every twenty four (24) consecutive month period for each family member. The plan includes:

1. 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;
2. repairs to existing glasses (frames and/or lenses);
3. charges for fitting of safety glasses.

JSIC

The vision care plan does not cover the following:

1. the cost of eye examinations. (Eye examinations, however, may be covered under the basic provincial government health plan.)
2. charges for fitting of eyeglasses (other than safety glasses);
3. safety glasses;
4. 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.

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APPENDIX "D"

DENTAL SERVICES PLAN

1. Plan
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No details

Basic	85% reimbursement of costs.
Major	65% reimbursement of costs.
Orthodontics	50% reimbursement of costs.

NOTES: 1. When both spouses are employed by Manitoba Hydro, reimbursement shall be 100% of costs (to be claimed by one spouse only).

2. If an employee or his 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.

2. Limits

Maximum \$1500/person/calendar year including orthodontics.

Orthodontics Lifetime maximum of \$1500/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.)

3. Pre-treatment Authorization

Required if treatment to cost more than \$500.00 and in the case of all orthodontic services.

4. Eligibility

Staff and Regular Status Employees Includes dependents.

Reimbursement for orthodontic costs restricted to dependent children under nineteen (19) years of age.

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|----|---|---|
| 5. | Termination
or Suspension
of Coverage | <p>After forty-five (45) consecutive days of lay-off.</p> <p>After thirty (30) consecutive calendar days of leave of absence without pay.</p> <p>On date of termination of employment or retirement.</p> <p>(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 thirty (30) calendar days after the termination or suspension of coverage date, are eligible for coverage.)</p> <p>In the case of orthodontic coverage, when a dependent child attains nineteen (19) years of age.</p> |
| 6. | Reinstatement
of Coverage | Upon return from lay-off or return from leave without pay, if previously eligible. |
| 7. | Administration | <p>Administrative procedures determined and implemented by Manitoba Hydro.</p> <p>Administrative ,costspaid by Manitoba Hydro.</p> |
| 8. | Fee Guide | The Manitoba Dental Association Fee Schedule in effect at the time services are rendered. |
| 9. | Plan Year | Twelve (12) consecutive months commencing January 1st. Payment for coverage will be based on the year that services are rendered. |

BASIC DENTAL CARE (85 per cent reimbursable up to maximum limit)

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

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

MAJOR DENTAL CARE (65 per cent reimbursable up to maximum limit)

- Provision of crowns and inlays.
- Provision of an initial prosthodontic appliance (e.g. fixed bridge restoration, removable partial or complete dentures).
- Replacement of an existing prosthodontic appliance if:
 - a) it is over five (5) years old and cannot be repaired; or
 - b) 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
 - c) it is required due to the installation of an initial opposing denture after the date the employee became covered by the plan; or
 - d) it is required **as** the result of accidental injury after the employee became covered by the plan; or
 - e) 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.

- Bridge and Denture Repairs; including relining and rebasing.
- 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.

ORTHODONTIC DENTAL CARE (50 per cent reimbursable up to maximum lifetime limit)

- Orthodontic treatment including braces and corrective devices.

DENTAL EXPENSES NOT COVERED BY PLAN

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

"Dependent"

1. 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 as his 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).

2. an unmarried child or step-child of the employee, under twenty-two (**22**) years of age, living with the employee, and solely dependent on the employee;
3. an unmarried child over twenty-one (**21**) years of age and under twenty-five (**25**) years of age, registered as a full-time student at a university, community college or similar institution;
4. an unmarried child of any age who by reason of mental or physical infirmity is solely dependent upon the employee.

LETTERS OF UNDERSTANDING

L.O.U. #1/97	Nine (9) Day Work Cycle
L.O.U. #2/97	Procedure Relating to Article 42 - Discrimination and Harassment Free Workplace
L.O.U. #3/96	Job Posting Requirements
L.O.U. #4/97	Employment Equity
L.O.U. #5/97	Job Sharing
L.O.U. #6/97	Society for Manitobans with Disabilities- Training On-The-Job Program
L.O.U. #7/97	Industry Internship Program
L.O.U. #8/97	Workers Compensation Board - Training On-The-Job Program
L.O.U. #9/97	Northern Transportation Trips - Credit for Previous Northern Service
L.O.U. #10/97	Layoff, Placement, Displacement, Bumping and Recall Process
L.O.U. #11/97	Telecommuting
L.O.U. #12/97	Items for Discussion
L.O.U. #13/97	Amendments to Appendix C - Voluntary Health Plans
L.O.U. #14/97	Payment for Resolving Technical Problems Without Reporting to Work



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820 Taylor Avenue

LOU #1/97

Letter of Understanding #1 re Collective Agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 998, effective 1997 12 25.

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RE: NINE (9) DAY WORK CYCLE

This letter will set forth the understanding reached between Manitoba Hydro and the Canadian Union of Public Employees, Local 998 with respect to a nine (9) day work cycle.

The provisions of this letter will amend the basic work day and work week provisions of the collective agreement to accommodate a nine (9) day work cycle. The nine (9) day work cycle will be a universal plan covering all regular day workers and those employees working a two (2) shift operation Monday to Friday, and where practicable those employees working a three (3) shift operation Monday to Friday.

A shift schedule for employees working on a two (2) shift basis and three (3) shift basis under the provisions of Articles 10.3 and 10.4 shall be established in accordance with Article 10.1.

The conditions of the nine (9) day cycle are as follows:

1. The regular daily hours of work will be seven (7) hours and fifty-three (53) minutes. These daily hours shall be worked between 07:30 and 17:30, except for employees working under the provisions of Articles 9.2, 9.4 and 9.6. Commencement of the normal work day remains unchanged at 08:00.
2. The first Monday of each pay period will be a non-working Monday except for those pay periods that include a Corporation Holiday. There will be no Monday off in a pay period that includes a Corporation Holiday.
3. Where service to customers, contact with the public or where job requirements make it necessary to keep offices open, the Corporation will stagger scheduled days off so that all staff will not be off on any one Monday.

4. Overtime rates of pay as provided in Article 11 will apply only to those hours worked in excess of the regular daily hours as set out in Item #1 above. An employee required to work on his scheduled day off will be paid overtime as provided in Article 11.2.
5. During this period, the basic salary for biweekly rated employees will remain constant. Hourly employees will be paid on the basis of hours worked.
6. Vacation for biweekly rated employees will be utilized on a day for day basis. Compassionate leave and sick leave will also be utilized on a day for day basis for periods of up to nine (9) days.
7. Vacation pay for hourly rated employees will be on the basis of seven and one quarter (7 1/4) hours per day. Sick leave and compassionate leave pay for hourly rated employees will be based on the daily hours of work in effect at the time, for periods of up to nine (9) days.
8. An employee on sick leave for periods in excess of nine (9) consecutive working days will utilize sick leave credits on the basis of ten (10) days per pay period at seven and one quarter (7 1/4) hours per day.
9. Biweekly rated employees requesting leave without pay will be deducted pay on a day for day basis for periods of up to nine (9) days. Leave without pay for periods in excess of nine (9) consecutive working days will be on the basis of ten (10) days per pay period at seven and one quarter (7 1/4) hours per day.
10. Summer students who work ten (10) days by mutual agreement during any nine (9) day work period will receive straight time rates for the tenth (10th) day. Overtime rates of pay will otherwise apply as noted above.
11. a) Bi-weekly employees will be credited one (1) additional "float day" to be taken at a time mutually agreed to by the employee and their supervisor subject to the following conditions:
 - i) an additional "float day" to be utilized in the 1997 calendar year providing the employee was employed and receiving pay on December 25, 1996, and
 - ii) an additional "float day" to be utilized in the 1998 calendar year providing the employee is employed and receiving pay on December 24, 1997.

- b) Biweekly employees returning from maternity leave in 1997 or 1998 will be credited with the "float day" providing:
 - i) they return to work and receive pay, and
 - ii) they have worked and received pay for a minimum of six (6) months or more in the calendar years 1996 and/or 1997.



B.L. Davis
Manager, Industrial Relations
and Compensation Department



R.A. Maes
President
C.U.P.E., Local 998



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LOU #2/97

see art 42 p. 56

Letter of Understanding #2 re Collective Agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 998, effective 1997 12 25.

**RE: INVESTIGATION PROCEDURE RELATING TO
ARTICLE 42 - DISCRIMINATION AND HARASSMENT FREE WORKPLACE**

This letter will set forth the understanding reached between Manitoba Hydro and the Canadian Union of Public Employees, Local 998 with respect to filing a complaint of harassment and subsequent investigation procedures and resolution.

Under this procedure, a complaint of harassment shall be made in writing to the Investigation Officer. In lodging a complaint, the employee may be accompanied by a representative of the union or any other person they choose.

All complaints and inquiries shall be treated in confidence.

The timeframe for filing a complaint shall be within six (6) months of the alleged harassment or, where the alleged harassment is of a continuing nature within six (6) months of the last alleged instance.

The Investigation Officer will not disclose the name of a complainant or the circumstances related to the complaint, except where disclosure is necessary for the purposes of investigating the complaint or for taking disciplinary measures.

Upon receiving a written complaint the Investigation Officer shall determine whether the incident(s) on which the complaint is based would fall within the definition of harassment as defined in this procedure.

If, in the opinion of the Investigation Officer, the incident would not constitute harassment as set out in this procedure, the Investigation Officer will advise the complainant and discuss the basis for this decision. A written confirmation will be sent to the complainant.

If, in the opinion of the Investigation Officer, the incident(s) constitutes harassment as set out in this procedure, the following process shall apply:

1. The Investigation Officer will:
 - a) Advise the respondent of the complaint that has been received.
 - b) Initiate an investigation that will include interviews with the complainant and the respondent, interviews with any witnesses, and a review of any documentation. The complainant and the respondent may be accompanied during the interview by a representative of his appropriate bargaining unit association, or any other person they choose.
 - c) Determine whether or not the complaint has been sufficiently substantiated to justify further action. The Investigation Officer may dismiss a claim where the complaint is frivolous or vexatious and/or the evidence in support of the complaint is insufficient. The complainant and/or the respondent shall be notified in writing of the disposition of such a complaint.
2. The Investigation Officer is responsible for and has authority to investigate a complaint, bring the investigation to a timely resolution, and report findings to the Division Manager, Human Resources.


Where the findings indicate that the termination or transfer of an employee is appropriate, the Division Manager, Human Resources, will make a recommendation to Senior Management. Senior Management will respond to the recommendation within ten (10) working days.

Where the findings indicate that disciplinary action other than termination or transfer is appropriate, the Division Manager, Human Resources, will make a recommendation to the appropriate level of line management. Management will have ten (10) working days to respond to the Division Manager, Human Resources' recommendation. Thereafter, if no satisfactory action is taken by line management, the Division Manager, Human Resources will inquire as to the proposed disposition of the matter and may refer the recommendation to Senior Management, as above.

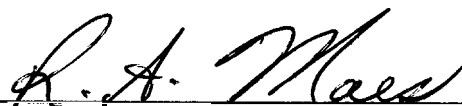
The Investigation Officer shall notify both the complainant and the respondent on the date that a recommendation is made to management, but not of the content of the recommendation. Both the complainant and respondent shall be notified in writing as to the course of action to be taken to resolve the complaint. Such notification shall be made within fifteen (15) days from the date the original recommendation went forth to management.

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

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



B.L. Davis
Manager, Industrial Relations
and Compensation Department



R.A. Maes
President
C.U.P.E., Local 998

LOU #3/97

Letter of Understanding #3 re Collective Agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 998, effective 1997 12 25.

RE: JOB POSTING REQUIREMENTS

This letter will set forth the understanding reached between Manitoba Hydro and the Canadian Union of Public Employees, Local 998 with respect to Job Posting Requirements as they relate to:

- A. Special Assignments
- B. Maternity Leaves
- C. Input Complement Positions
- D. Special Placements
- E. Temporary Appointments to Complement Positions
- F. Full-Time Hourly Requirements

GENERAL

1. In all cases, Management continues to retain absolute discretion as to whether a position is required to be filled.
2. The posting of Input Complement Positions and Full-Time Hourly Requirements found in Part C and F of this Letter of Understanding is conditional upon the continued application of Letter of Understanding #4/97 - Employment Equity. Should either party exercise its right to abrogate the agreement on Employment Equity as provided for in Item #2, Letter of Understanding #4/97, the posting of Input Complement Positions and Full-Time Hourly Requirements will cease and the provisions of Article 24.1.1(a) will apply.
3. An employee who attains a temporary position under the terms of the Letter of Understanding shall return to his former position at the expiration of the temporary appointment, providing the former position still exists. If the former position no longer exists, the employee shall be placed in a comparable position.

4. Where an employee is successful in applying for a temporary assignment under the terms of this Letter of Understanding, they will not be prohibited from applying for another temporary position; however, the employee will be considered only if a further assignment can be accommodated by his former Department.
5. If the selected applicant to a temporary posting is not available or is unable to be released, the selecting officer may make a further selection.
6. The closing date for acceptance of applications for positions advertised under the terms of this Letter of Understanding will be seven (7) calendar days after the date of publication of posting.
7. Successful applicants to positions requiring posting under the terms of this Letter of Understanding will not be eligible for per diems or relocation allowances except those employees identified in Section C3.

A. SPECIAL ASSIGNMENTS

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

1. Management may appoint employees to special assignments and will notify the Union in writing of any such appointments and the expected duration.
2. Consequential vacancies of twelve (12) months' duration or more will be posted.
3. Consequential vacancies of less than twelve (12) months' duration may be filled by appointment and if required, per diem allowances only will apply.

B. MATERNITY LEAVE

1. Management recognizes the potential training and development for employees due to Maternity Leave absences, and as the intended absence is known in advance, Management will post, as required, all Maternity Leave vacancies.
2. Consequential vacancies will be filled by appointment.
3. Recommended salary treatment will begin the day the employee taking Maternity Leave vacates her position.

C. INPUT COMPLEMENT POSITIONS

1. The Corporation will post vacant input complement positions subject to Item #3, Letter of Understanding #4/97, General Section.
2. To be eligible for the above postings, employees must have been in their current position for a minimum period of two (2) years except:
 - a) as provided for in Item C3; or
 - b) where they have been transferred laterally to their present position at the request of the Corporation; or
 - c) where they have been transferred laterally to their present position for compassionate or health reasons.
3. Hourly employees with a minimum of one (1) year's service applying on complement input positions or any employee in an input position who applies on a position with a salary code in excess of his own, will not be held for the two (2) year period.
4. The Corporation maintains the right to fill summer student positions by appointment.

D. SPECIAL PLACEMENTS

1. The Corporation and the Union agree to the establishment of a joint advisory committee for special placements of employees covered by this agreement when:
 - a) returning from extended absences due to sick leave, long term disability, Worker's Compensation Board claims and approved personal leaves where the Corporation is committed to reemploy the employee.
 - b) requesting transfer or relocation for compassionate reasons.
 - c) requiring placement due to job redundancy.
2. For the special situations above, where a placement would be for twelve (12) months' duration or longer, the Corporation would apply the following procedure:
 - a) the Corporation would develop a recommended placement which best suits the individual's ability and qualifications against the available jobs.

- b) a "Recommendation for Placement" would be taken before the joint Union/Management advisory committee for review and input, prior to the Corporation making an assignment.
 - c) the Corporation would provide this committee with a report listing the existing complement/hourly job vacancies available for consideration for special placements, and a record of special placements made and their durations.
 - d) the Union will maintain the right of waiver of posting.
3. For a special placement of less than twelve (12) months' duration, the Corporation will appoint the employee to a position and will notify the Union in writing of such placements.
 4. The Corporation will have discretion as to whether relocation expenses will apply, and advise the Union of the decision prior to implementation.

E. TEMPORARY APPOINTMENTS TO COMPLEMENT POSITIONS

Permanent Vacancy

1. Vacant complement positions will normally be posted and a selection made within three (3) months.

The Corporation, however, retains the right to temporarily fill a vacant complement position for less than twelve (12) months by appointment without posting, under the following conditions:

- a) At the time the appointment is made, the Corporation will notify the Union of any such appointment where the duration is seven (7) months or more; and
 - b) at the ninth (9th) month, the Corporation will:
 - i) post the position; or
 - ii) notify the Union that the position is no longer required; or
 - iii) request Union concurrence to extend the duration of the temporary appointment beyond twelve (12) months.
2. Per diem allowances to temporary appointments may apply.

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

Temporary Vacancy

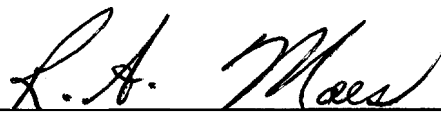
1. Where a complement position is temporarily vacant for a period of **less** than twelve (12) months, the Corporation may appoint an employee to the position without posting. Per diem allowances may apply.
2. Where the complement position is temporarily vacant and it is known the duration will be twelve (12) months or more, it will be posted as a temporary vacancy.
3. Consequential vacancies will be filled by Management appointment.

F. FULL-TIME HOURLY REQUIREMENTS

1. Full-time hourly is defined as a requirement where an employee works each full bi-weekly period on an ongoing hourly basis.
2. The Corporation may appoint to full-time hourly requirements of less than twelve (12) months duration. Per diem allowances may apply.
3. Where it is known in advance that the duration of the full-time hourly requirement will be twelve (12) months or more, the full-time hourly requirement will be posted subject to Item #3, Letter of Understanding #4/97, General Section.



B.L. Davis
Manager, Industrial Relations
and Compensation Department



R.A. Maes
President
C.U.P.E., Local 998

LOU #4/97

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Letter of Understanding #4 re Collective Agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 998, effective 1997 12 25.

RE: EMPLOYMENT EQUITY

This letter will set forth the understanding reached between Manitoba Hydro and the Canadian Union of Public Employees, Local 998 with respect to the Employment Equity Program at Manitoba Hydro.

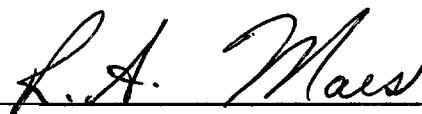
GENERAL

1. Both parties agree that this Letter of Understanding will require renewal at the expiry of the term of the collective agreement.
2. Upon serving six (**6**) months' notice, either party will be able to abrogate this Letter of Understanding.
3. The posting of input complement positions and full-time hourly requirements as provided in Letter of Understanding #3/97, Sections C and F, is contingent upon this Letter of Understanding remaining in effect.
4. The Union will suspend the posting and selection procedure of the collective agreement in favour of the following arrangement:
 - a) Union and Management will establish a joint advisory committee of equal representation which will develop placement criteria for this program.
 - b) The Corporation will identify to the committee, vacant complement positions and full-time hourly requirements which it proposes be filled through this program.

- c) The Corporation will provide the Committee with information on the Corporation's on-going efforts to facilitate employment equity and will exchange information concerning recruitment practices, selection standards, working conditions and training.
- d) The Corporation, in consultation with the Union, will, through this committee:
 - i) Establish the number of vacancies to be utilized for employment equity.
 - ii) Establish specific time frames where the appointment to the position is of a temporary nature.
 - iii) Develop a procedure to rotate employment equity positions to ensure that a job is not permanently or indefinitely removed from C.U.P.E.'s job pool.
 - iv) Receive input from C.U.P.E. concerning members of the Union who might qualify for inclusion in the program.
- e) Individuals may be hired who can perform only a portion of the duties of a classification, The parties agree to establish a rate of pay which will reflect the work the applicant is capable of performing. Any further salary adjustments will require bargaining unit concurrence.



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LOU #5/97

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Letter of Understanding #5 re Collective Agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 998, effective 1997 12 25.

RE: JOB SHARING

This letter will set forth the understanding reached between Manitoba Hydro and the Canadian Union of Public Employees, Local 998 with respect to job sharing of complement positions within the C.U.P.E. jurisdiction.

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

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

GENERAL

1. Job sharing will be available only to status employees.
2. A complement position may be considered for job sharing at the request of the present incumbent or when the position is vacant.
3. Job sharing arrangements will require joint Corporate and Union approval prior to initial implementation and any subsequent replacement of one or both job sharing partners.
4. Job sharing will not be permitted or allowed to continue unless and until satisfactory arrangements are made to staff the balance of the job. An employee in a job sharing arrangement will be required, at the Corporation's discretion, to fill the position on a full time basis until a suitable job sharing partner is secured.
5. An employee who accepts a job sharing arrangement will not retain any rights to any previous positions held. Similarly the incumbent in a complement position who shares that position will relinquish any further claim to the position to be shared.

6. A complement position may be withdrawn from job sharing by the Corporation when one of the persons sharing the position vacates the position, or, if in the opinion of the Corporation, the job sharing arrangement is not adequately meeting the needs of the Corporation, and a full time incumbent is required.
7. An Employee in a job sharing arrangement will be paid on an hourly basis and will accumulate service based on basic hours paid. Other conditions that apply are set out below with reference to specific Collective Agreement Articles.
8. Complement positions that become vacant as a result of a discontinued job sharing arrangement will be bulletined in accordance with the job posting provisions of the Collective Agreement.
9. An employee that is displaced as a result of a discontinued job sharing arrangement will be placed in accordance with Article 23 provisions set out below.

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

ARTICLE 9 - HOURS OF WORK

1. The work schedule for a job sharing arrangement is subject to appropriate Corporate approval.
2. The hours of work will be in accordance with Item #1, L.O.U. #1/97, Nine (9) Day Work Cycle and may be any combination of daily or weekly hours or days of work as required to meet the full time requirements of the position.
3. The provisions of Article 9.2 and 9.2.1 will apply in the event a Public Affairs, Business or Right-of-way position is shared.

ARTICLE 11 - OVERTIME

1. Time worked beyond an employee's scheduled share of the position will be paid at overtime rates in accordance with Article 11 of the Collective Agreement except when additional time worked is at the employee's request in accordance with Article 9.6, or when one partner vacates his/her share of the position and the remaining partner fills the position on a full time basis as provided in Article 24, Item #2 below.

ARTICLE 13 - TRAVELLING TIME

1. An employee will be eligible for northern travel days in accordance with Articles 13.7, 13.8 and 13.9 of the Collective Agreement on a prorated basis proportionate to his/her share of the job shared position.

ARTICLE 15 - CORPORATION HOLIDAYS

1. A job shared position will be eligible for Corporation holiday pay in accordance with Article 15 of the Collective Agreement provided the position is staffed fifteen (15) days in the thirty (30) calendar days preceding the holiday and on the last working day prior to and the first working day following the Corporation Holiday in accordance with Article 15.4.1 of the Collective Agreement.
2. Employees sharing a complement position will receive Corporation Holiday pay prorated proportionate to the average basic hours each employee is paid.

ARTICLE 16 - VACATIONS

1. An employee will accumulate basic vacation credits and long service recognition credits in accordance with Article 16 and Article 37 of the Collective Agreement.
2. Vacation credits will apply to the days or hours an employee would normally be scheduled to work under the job sharing arrangement.

ARTICLE 18 - LEAVES OF ABSENCE WITHOUT PAY

1. An employee will be eligible for maternity leave in accordance with Article 18 and Appendix "B" (Maternity Leave) provisions of the Collective Agreement. An employee choosing Plan B provisions will receive a prorated benefit in accordance with Plan B, Item (4) for regular status employees.

ARTICLE 19 - LEAVES OF ABSENCE WITH PAY

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

ARTICLE 20 - SICK LEAVE

1. An employee will accumulate sick leave credits in accordance with Article 20 of the Collective Agreement.
2. Sick leave credits will apply to the days or hours an employee would normally be scheduled to work under the job sharing arrangement.

ARTICLE 21 - EMPLOYEE STATUS

- - An employee in a job sharing arrangement will be paid on an hourly basis; however, the employee will retain the status (regular or staff) held prior to the commencement of the job sharing arrangement.

ARTICLE 23 - RESIGNATION, LAY-OFF, PLACEMENT, DISPLACEMENT, BUMPING AND RECALL

1. An employee in a job shared position which is being deleted from complement or in a position which is being removed from job sharing, will be eligible to be placed in accordance with the provisions of Article 23 of the Collective Agreement.
2. A laid off employee will be subject to recall in accordance with Article 23 in a full time or job sharing capacity.
3. Full time employees who are to be laid off will first be placed or be eligible to displace or bump a junior employee in a full time position.
4. If a full time employee is unable to displace or bump another full time employee, he/she will be eligible to displace or bump a junior employee in a job shared position.

ARTICLE 24 -JOB POSTINGS

- - Vacant complement positions which are approved for job sharing will be advertised internally in accordance with Article 24 of the Collective Agreement on the basis of a planned job sharing arrangement.
2. When one of the incumbents vacates a job sharing position the Corporation may require the remaining incumbent to fill the job on a full time basis for an interim period pending the outcome of the Corporation's decision to:
 - a) give the remaining incumbent the option of assuming the position on a full time basis; or
 - b) with union approval, continue a job sharing arrangement for the position in which case it would be advertised in accordance with Article 24 of the collective agreement, on a job sharing basis; or
 - c) advertise the position on a full time basis in accordance with Article 24 of the Collective Agreement.

3. Positions which are being job shared and are vacated by both incumbents will, if jointly approved, be advertised as a job sharing arrangement. If the posting fails to attract suitable applicants, the position will be readvertised on a full time basis.

ARTICLE 25 - APPOINTMENTS AND PROMOTIONS

1. Article 25 of the Collective Agreement will apply to selections to advertised job sharing positions subject to the successful applicant(s) and the Corporation mutually agreeing to the work schedule.
2. An employee relocating to share a position will be eligible for moving allowances as provided in Article 25.2.1, prorated proportionate to his/her share of the job shared position.

ARTICLE 28 - INCREMENTS

1. An employee in a job shared position who is on semi-annual reviews will be eligible for an increment when he/she has worked the basic hours (942.5 hours) equivalent to six (6) months.
2. An employee in a job shared position who is on annual reviews will be eligible for a increment when he/she has worked the basic hours (1885 hours) equivalent to twelve (12) months.

ARTICLE 36 - NORTHERN TRANSPORTATION

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

ARTICLE 38 - VOLUNTARY HEALTH PLANS

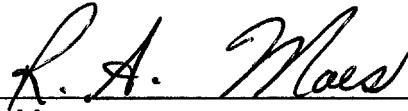
1. An employee in a job shared position will be eligible for the voluntary Ambulance and Hospital Semi-Private Plan or Extended Health Benefits Plan and payment of prevailing premiums by the Corporation in accordance with Article 38 of the Collective Agreement.

ARTICLE 39 - DENTAL SERVICE PLAN

1. An employee in a job shared position will be eligible for dental services benefits in accordance with Article 39 of the Collective Agreement.



B.L. Davis
Manager, Industrial Relations
and Compensation Department



R.A. Maes
President
C.U.P.E., Local 998

LOU #6/97

Letter of Understanding #6 re Collective Agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 998, effective 1997 12 25.

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**RE: SOCIETY FOR MANITOBANS WITH DISABILITIES-
TRAINING ON-THE JOB PROGRAM**

This letter will set forth the understanding reached between the Canadian Union of Public Employees, Local 998 and Manitoba Hydro with respect to the employment and associated benefits to be accorded individuals employed by Manitoba Hydro under the Society for Manitobans with Disabilities Inc. - Training On-the-Job Program.

This program will provide for up to six (6) hourly term employees with each requirement to be for a period of up to one (1) year effective upon date of hire.

Individuals employed under this program will be classified at the appropriate level and will be subject to the terms and conditions of the Collective Agreement between C.U.P.E. Local 998 and Manitoba Hydro with the following exceptions:

1. **As** the program is dependent upon the funding received, these employees will not be subject to displacement or bumping under the provisions of Article 23 for a period of up to one (1) year from date of hire.
2. These employees shall not accrue seniority with respect to bumping and/or displacing other Manitoba Hydro employees under the provisions of Article 23 during and/or following the one (1) year term.
3. Following the expiration of the program and provided they have not secured permanent employment, they shall be given first consideration for any vacancies for which they are qualified, ahead of applicants "off the street". This consideration shall extend for twelve (12) months beyond the expiry of the program.

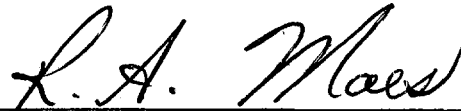
4. Any service accrued during their employment with Manitoba Hydro shall be credited to Corporate Service for purposes of applying for vacant positions (permanent or temporary), however prior to any appointment to temporary positions without posting during the term, concurrence must be received from C.U.P.E. Local 998.

C.U.P.E. Local 998 will be notified of all individuals employed under this program as well as any placement following their initial term.

In the event that this Program is terminated or revised prior to the one (1) year term, this Letter of Understanding shall become void or alternately be subject to amendment pursuant to Article 2.4 of the Collective Agreement.



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LOU #7/97

Letter of Understanding #7 re Collective Agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 998, effective 1997 12 25.

RE: INDUSTRY INTERNSHIP PROGRAM

This letter will set forth the understanding reached between the Canadian Union of Public Employees, Local 998 and Manitoba Hydro with respect to the employment and the application of benefits for individuals employed by Manitoba Hydro under the Industry Internship Program.

This program will provide temporary work experience opportunities of up to sixteen (16) months for up to six (6) third year University students.

Individuals employed under this program will be classified at the hourly paid appropriate classification and will be subject to the terms and conditions of the Collective Agreement between C.U.P.E. Local 998 and Manitoba Hydro with the following exceptions:

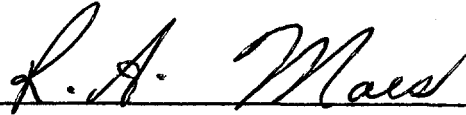
1. These employees will not be subject to displacement or bumping under the provisions of Article 23 while they are employed under this program.
2. These employees will not accrue seniority with respect to Personal Leave of Absences - Article 18; or with respect to placement, bumping or displacing other Manitoba Hydro employees - Article 23; or with respect to applying on job postings - Article 24; or with respect to attainment of regular status - Article 21.
3. Following the expiration of the temporary work experience, it is agreed by both parties that their employment with Manitoba Hydro will be terminated.
4. Any outstanding benefits or allowances owing will be paid on termination of employment.

C.U.P.E. Local 998 will be notified of all individuals employed under this program.

In the event that this Program is terminated or revised, this Letter of Understanding shall become void or alternately be subject to amendment pursuant to Article 2.4 of the Collective Agreement.



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LOU #8/97

Letter of Understanding #8 re Collective Agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 998, effective 1997 12 25.

RE: WORKERS COMPENSATION BOARD - TRAINING ON-THE-JOB PROGRAM

This letter will set forth the understanding reached between the Canadian Union of Public Employees, Local 998 and Manitoba Hydro with respect to the employment and associated benefits to be accorded individuals employed by Manitoba Hydro under the Workers Compensation Board - Training On-the-Job Program.

This program will provide for up to six (6) hourly term requirements for a one (1) year period to be effective upon date of hire.

Individuals employed under this program will be paid at the minimum starting salary of the classifications they are hired into, and will be subject to the terms and conditions of the Collective Agreement between C.U.P.E. Local 998 and Manitoba Hydro with the following exceptions:

1. As the program is dependent upon the funding received, these employees will not be subject to bumping, displacement nor will they be eligible to bump or displace other Manitoba Hydro employees under the provisions of Article 23 for a period of one (1) year from date of hire.
2. If these employees have not secured alternate employment during this one (1) year term, their employment will be terminated following expiration of their one (1) year term.
3. Following the expiration of the program and provided they have not secured permanent employment, they shall be given first consideration for any vacancies for which they are qualified, ahead of applicants "off the street". This consideration shall extend for twelve (12) months beyond the expiry of the program.

4. Any service accrued during their employment with Manitoba Hydro shall be credited to Corporate service for purposes of applying for vacant positions (permanent or temporary), however prior to any appointment to temporary positions, without posting, during the term, concurrence must be received from C.U.P.E. Local 998.
5. C.U.P.E. Local 998 will be notified of all individuals employed under this program at time of hire.

In the event that this Program is terminated or revised prior to the one (1) year term, this Letter of Understanding shall become void or alternately be subject to amendment pursuant to Article 2.4 of the Collective Agreement.



B.L. Davis
Manager, Industrial Relations
and Compensation Department



R.A. Maes
President
C.U.P.E., Local 998

LOU #9/97

Letter of Understanding #9 re Collective Agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 998, effective 1997 12 25.

**RE: NORTHERN TRANSPORTATION TRIPS -
CREDIT FOR PREVIOUS NORTHERN SERVICE**

see art 36

This letter will set forth the understanding reached between the Canadian Union of Public Employees, Local 998 and Manitoba Hydro with respect to the crediting of employees with previous northern service for the application of northern transportation trips as provided in Article 36.5 and sub-articles.

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:

1. REMOTE LOCATIONS

- a) Less than one (1) year of previous northern service:
No credit for previous northern service.
- b) More than one (1) and up to two (2) years previous northern service:
 - (i) Assignment commences less than three (3) months prior to the end of the current vacation year:

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

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

2. NON-ISOLATED AND NON-REMOTE LOCATIONS

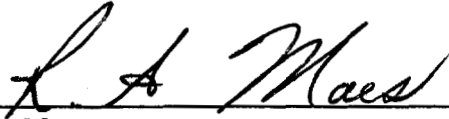
- a) Less than one (1) year of previous northern service:

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

- two (2) trips during subsequent vacation years.



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LOU#10/97

see art. 23

Letter of Understanding#**10** re Collective Agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 998, effective 1997 12 25.

RE: LAYOFF, PLACEMENT, DISPLACEMENT, BUMPING AND RECALL PROCESS

This letter will set forth the understanding reached between Manitoba Hydro and the Canadian Union of Public Employees, Local 998, with respect to the process of finding alternate employment for employees whose positions have become redundant or who face a layoff due to lack of work.

GENERAL CONDITIONS

1. The seniority of an employee (not their status) performing like work within the same classification and within the same section should be the primary factor in determining who will be affected by a workforce reduction.
2. Seniority shall be the primary factor in all placements, displacements, bumping or recall, providing the affected employee has the qualifications and ability to perform the work being considered.
3. To minimize the amount of disruption in finding alternative employment for affected employees, the process shall be carried out in the following order;
 - a) Placement in base or equivalent class
 - b) Displacement
 - c) Placement in lower class
 - d) Bumping
 - e) Recall

4. The employee shall be informed of their right to have Union representation during any discussion surrounding alternative employment opportunities.
5. Employees may refuse offers of employment which do not reasonably match the employee's working conditions or qualifications, skills and abilities. However, an employee must be reasonable with respect to these issues.
6. All parties involved will respect the confidentiality of the process.
7. An employee's status shall not be a factor in the placement, displacement, bumping and recall process and the employee shall retain their status when being placed.

PROCESS

1. An employee who is facing layoff or whose position has been declared redundant shall receive written confirmation including notification of their right to union representation. A copy shall be sent to the Union.
2. The employee will meet with the Employment Officer as soon as possible to complete a skills assessment to determine their qualifications, skills and abilities in order to match them to potential employment opportunities. The employee will be informed of all the options available to them and the process which will be carried out.
3. The Employment Officer will assess all vacancies first within the employee's base classification, then of an equivalent classification level, and finally of lower classification.
4. Where there is a permanent vacancy within an employee's base classification and line management accepts the placement, the employee will be placed and the process will end.
5. If an employee is unable to be placed in a permanent or temporary vacancy within their base classification, the employee has the choice to exercise their displacement rights or be placed in a vacancy in an equivalent classification level (temporary or permanent) providing line management finds the placement acceptable.

If the employee accepts the equivalent classification placement, the employee will retain their recall rights back to their base classification.

6. If the Corporation has a temporary vacancy within the employee's base classification, the employee must accept this temporary placement. The employee, however, can refuse subsequent temporary placements or extensions and exercise their displacement and/or bumping rights at that time.

During the temporary placement, the employee will be considered for any permanent vacancies within their base classification.

7. Should an employee accept a placement in a permanent vacancy in a lower classification rather than exercising their displacement rights, they will retain their recall rights to their base classification for a period of two (2) years. At the end of the two (2) year period, the employee can exercise their displacement rights. However, should the employee not exercise their displacement rights or be recalled, the process ends.

Should an employee accept a placement in a temporary vacancy in a lower classification rather than exercising their displacements rights, they will retain their recall rights to their base classification. At the end of the temporary vacancy, the employee can exercise their displacement rights.

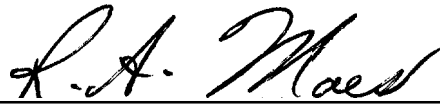
8. Where there is no opportunity to be placed in a vacancy, the Corporation shall inform the employee of their displacement rights.
9. The Employment Officer shall identify two (2) possible matches/positions for the displacing employee (where two (2) such matches exist) beginning with the most junior employee in the classification and working up the seniority list until the two (2) matches are found.
10. Once the matches/positions have been identified, the Employment Officer will review the matches with the employee as well as those which have not been selected as appropriate matches.
11. Once a match is selected by the employee, a proposal is forwarded to the line manager. If the proposal is approved, that displacement ends the process. If the line manager rejects the proposal, then the Employment Officer will identify another match (if one exists) which is reviewed with the employee. This process will be repeated until a match is accepted.
12. Prior to exercising their bumping rights or prior to being laid off an employee may consider placement in a job occupied by a term employee for which the employee is qualified and has the ability to perform the work. An employee placed in a job occupied by a term employee will not be eligible for relocation allowances or per diems and will normally assume the salary range of the job.

- 13. When all matches are exhausted within the base classification, the employee will then exercise their bumping rights in accordance with Article 23.8. The exception is where an employee in a Clerk I-II or a Clerk-Typist I-II position and is facing a layoff, that employee will be eligible to displace the most junior employee across the two (2) classes and retain recall rights to their base classification.

- 14. If an employee's base classification is eliminated, the employee will be eligible for recall to an equivalent classification level, providing they are qualified.



B.L. Davis
Manager, Industrial Relations
and Compensation Department



R.A. Maes
President
C.U.P.E., Local 998

LOU #11/97

Letter of Understanding #11 re Collective Agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 998, effective 1997 12 25.

RE: TELECOMMUTING

This letter will set forth the understanding reached between the Canadian Union of Public Employees, Local 998 and Manitoba Hydro with respect to Telecommuting as a work alternative for some employees to be implemented on a trial basis until March 29, 2000 and will be subject to the Telecommuting Principles listed below.

The parties recognize telecommuting as a viable work option that when appropriately applied, benefits the employee and the Corporation by allowing the employee to perform all or a portion of his/her job responsibilities at a location other than his/her primary work location.

DEFINITION

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

TELECOMMUTING PRINCIPLES

1. *Telecommuting* is a co-operative arrangement between an employee and his/her Supervisor and each case will be reviewed on a case by case basis.
2. *Telecommuting* is based on:
 - a) the needs of the job, employee, work group and the Corporation;
 - b) the employee's past and present levels of performance.

3. Jobs suitable for *telecommuting* are characterized by having clearly defined tasks and work products, measurable work activities, and minimal special equipment requirements.
4. An employee's performance is measured by output or results achieved.
5. The terms and conditions of employment with the Corporation and the Collective Agreement still apply.
6. Each *telecommuting* arrangement is voluntary and jointly agreed to by the Supervisor, employee and Union by signing a Telecommuting Agreement which may be terminated at any time normally with two (2) weeks notice by the supervisor or employee.

TELECOMMUTING EQUIPMENT

In each *telecommuting* arrangement, the supervisor and employee determine the need for *telecommuting* equipment. The employee normally provides all *telecommuting* equipment.

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

if the supervisor determines that the employee should have Corporate-owned equipment in his/her 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.



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LOU #12/97

Letter of Understanding #12 re Collective Agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 998, effective 1997 12 25.

RE: ITEMS FOR **REVIEW/DISCUSSION** DURING THE TERM OF THE
COLLECTIVE AGREEMENT

This letter will set forth the understanding reached between the Canadian Union of Public Employees, Local 998 and Manitoba Hydro with respect to the parties agreeing to continue discussions and/or open discussions on the items listed below.

The items for discussions to commence no later than December 1, 1997 (unless otherwise noted) are as follows:

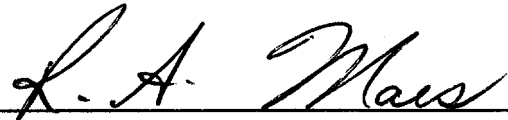
- Meal & Travel Allowances including Headquarter Zones
- Notification re: Contracts for Services
- Term Employees
- Employee Status Review (in progress)
- Extended Health Benefits (in progress)
- Deferred Salary Leave Plan
- Workers Compensation re: Benefit Accruals
- Long Service Recognition/Severance Plans
- Profit/Gain Sharing
- Vacation Advance Requirements
- Productivity Gains (eg. available Hours of Work, Corporation Holidays)
- Benefits & Accruals re: MPIC Personal Injury Protection Plan
- Contracting
- Revenue Opportunities

In addition, the parties will endeavour to complete discussions with respect to the Human Resource Systems Review by April 1999. Items for discussion associated with the review include Salary Structure, Job Evaluation System Review, and Performance Management, with the understanding that there will be bargaining unit participation in the design and implementation of any system implemented as a result of these reviews.

On a case by case basis when committees are struck, the parties will develop "Terms of Reference". which will include an expected completion date and a commitment on the part of both parties to participate. Progress reports will be made to both respective principals.



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LOU#13/97

Letter of Understanding#13/97 re Collective Agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 998, effective 1997 12 25.

RE: AMENDMENTS TO APPENDIX 'C' - VOLUNTARY HEALTH PLANS

This letter will set forth the understanding reached between the Canadian Union of Public Employees, Local 998 and Manitoba Hydro with respect to amendments to Appendix 'C' - Voluntary Health Plans for prescription drug expenses covered under the Extended Health Benefits Plan.

The interim prescription drug coverage implemented on 1996 04 01 (80% of the first \$250.00 worth of annual drug expenses and 60% over \$250.00 and up to \$1250.00 worth of annual drug expenses) will be continued subject to the following:

1. Ambulance and Hospital and Voluntary Extended Health Benefit Plan premiums will be maintained at existing levels for both employees and the Corporation.
2. For implementation by no later than 1998 04 01, the Corporation will solicit proposals from drug carriers for a separate drug plan, coverage and card including a prescription drug formulary and a maximum dispensing fee. Employees must be enrolled in the Extended Health Benefits/Vision Care Plan to be eligible for the Drug Plan and vice versa. Employees will not be eligible for reimbursement of prescription **drug** expenses that are recoverable from any other source e.g. Pharmacare. Employees and dependants with drug claims exceeding \$250.00 will be required to provide the drug plan carrier with proof of Pharmacare registration. Bargaining unit concurrence will be required on the drug plan coverage to be implemented.
3. The new drug coverage must maintain Corporate cost neutrality taking into account appropriate redistribution of Corporate premium contributions from the Ambulance and Hospital Plan and normal cost escalation (2% per year) from the end of the 1995/96 year.

4. If agreement is not reached on drug coverage prior to 1998 04 01, effective that date, drug coverage of 60% of \$1250.00 worth of annual drug expenses will be implemented.
5. Effective when new drug coverage is implemented (no later than 1998 04 01), necessary Ambulance and Hospital Plan premiums will be re-allocated to the Extended Health Benefits Plan to establish the appropriate funding level for the Ambulance and Hospital Benefit Plan.
6. Existing employee premiums will be maintained until the accumulated surplus in the Extended Health Benefits Plan is reduced to the amount agreed to with the plan(s) carrier(s).
7. Effective when the surplus is reduced to the foregoing level, establish employee and Corporation premiums based on the agreed to drug coverage by:
 - using existing premium contributions including redistribution of Corporate premium contributions from the Ambulance and Hospital Plan and normal cost escalation, for 60% of \$1250.00 worth of annual drug expense coverage; or
 - increasing employee premiums to reflect any agreed to changes and improvements in annual drug coverage (i.e., 70% of \$2500.00 worth of annual drug expenses); or
 - applying benefit cost redistribution as agreed to by the Corporation and the bargaining unit and increasing the Corporation's share of premium contributions accordingly.

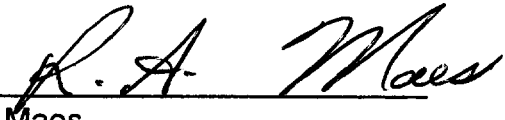
Adjust the employee's and the Corporation's percentage share of premium contributions accordingly.

8. Continue with the joint review on the balance of the Extended Health Benefits Plan with the view to implementing agreed to changes by no later than 1998 01 01.

9. An annual joint review of the Health Benefits Plan experience and design will be conducted beginning on or about April 1999.



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LOU #14/97

Letter of Understanding #14/97 re Collective Agreement between Manitoba Hydro and the Canadian Union of Public Employees, Local 998, effective 1997 12 25.

**RE: PAYMENT FOR RESOLVING TECHNICAL PROBLEMS
WITHOUT REPORTING TO WORK**

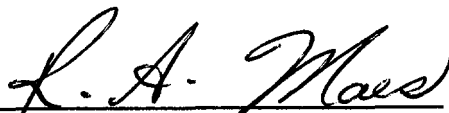
This letter sets forth the understanding reached between Manitoba Hydro and the Canadian Union of Public Employees, Local 998, regarding payment to employees for resolving technical problems without reporting for work.

On a trial basis for the period 1997 12 25 to 1998 12 31 inclusive, 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 call-out and the employee reporting for work:

1. The employee will be paid a minimum of one (1) hour of pay at overtime rates. If the time spent actually extends beyond one (1) hour, overtime will be paid for actual time spent. If there are additional calls received during the one (1) hour minimum period, payment for additional calls will not apply. If an employee receives a call out in accordance with Article 12.2 of the Collective Agreement during the one (1) hour minimum period, the two (2) hour call out will not be compounded upon the one (1) hour minimum. The minimum two (2) hour call out will be considered to have commenced at the time of the initial call.
2. Except as provided in this letter, an employee must report to the job site or assigned work location in order to qualify for overtime in accordance with Article 12.2 of the Collective Agreement.

3. This arrangement must have received prior approval from the employee's supervisor.


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