

Agreement Between

MANITOBA HYDRO

and

**ASSOCIATION OF MANITOBA HYDRO
STAFF & SUPERVISORY EMPLOYEES**

for the period from January 1, 2021

to and including December 31, 2025

NEGOTIATING COMMITTEES

FOR THE CORPORATION

Shauna Young
Jeff France
Glenn Penner
Odette Fernandes

FOR THE ASSOCIATION

Corey Eyolfson
Graham Eason
Carl Rey
David Murray

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THIS AGREEMENT made on January 1, 2021 between:

MANITOBA HYDRO

(hereinafter referred to as the "Corporation")

OF THE FIRST PART,

and

ASSOCIATION OF MANITOBA HYDRO STAFF & SUPERVISORY EMPLOYEES

(hereinafter referred to as the "Association")

OF THE SECOND PART,

WITNESSETH as follows:

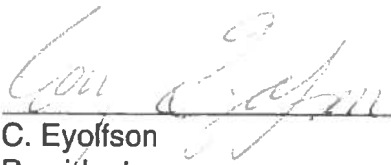
In Witness Whereof these presents have been executed the day and year first above written.

For the Association of
Manitoba Hydro Staff & Supervisory
Employees

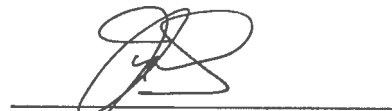
For Manitoba Hydro

Per:

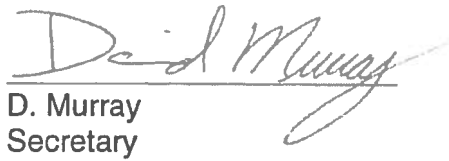
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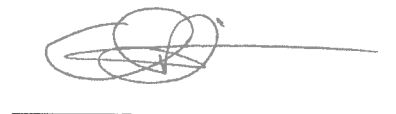
C. Eyolfson
President



J. Grewal
President & CEO



D. Murray
Secretary



D. Bjornson
General Counsel and Corporate
Secretary

Section A - Framework

Article 1 **SCOPE AND BARGAINING AGENT**

- A1.1 The object of this agreement is to promote cooperation and harmony between employer and employees and to facilitate the peaceful adjustment of salaries, employee benefits, all disputes and grievances, and to prevent waste, avoidable expenses and unnecessary delays.
- A1.2 The mutual interest of the Association, employees within the scope of the bargaining unit, and the Corporation is hereby recognized and the parties to this agreement are pledged to assist in the operation of the Corporation and pledge themselves, individually and collectively, to refrain from taking part in strikes, lockouts or sympathy strikes.
- A1.3 In the event that a staff or supervisory employee makes himself/herself available for work, but is prevented from entering his/her assigned work site by picketers, the employee should immediately make contact with his/her supervisor. It is then the responsibility of the supervisor to ensure safe access through the picket line to the work site, or to make other work arrangements for the employee.
- A1.4 In this agreement, where reference is made to the masculine gender, it is understood the reference shall include the female gender.
- A1.5 The conditions of this agreement apply equally to all employees except where otherwise specifically provided.
- A1.6 This agreement shall apply to those employees of the Corporation within the bargaining unit defined in Certificate No. MLB-6391 issued by the Manitoba Labour Board, dated January 26, 2007, who are employed in the classifications set forth in Appendix "B", which is attached hereto and form part of this agreement.

Certificate No. MLB-6391 definition: "All employees employed by Manitoba Hydro, in the Province of Manitoba, except professional employees, those covered by Certificate Nos. MLB-6388 (IBEW Local 2034), MLB-6389 (CUPE Local 998), MLB-6390 (CEPU Local 681) and those excluded by the Act."

Exclusions can be found in the Labour Relations Act, definitions section.

- A1.7 New classifications created during the term of this agreement, which fall within scope of the said certificate, shall be added to Appendix "B".

A1.8 The Corporation recognizes the Association of Manitoba Hydro Staff and Supervisory Employees as the sole bargaining agent for the staff and supervisory employees to whom this agreement applies.

A1.8.1 The Corporation will provide the Association with a regular report of members currently employed at Manitoba Hydro. The report shall include information on employment conditions such as wages, classification and work location, as well as employees' home addresses. This information is to be used for association business purposes only.

A1.9 The Corporation recognizes and shall not interfere with the right of its said staff and supervisory employees to become members of the Association and there shall be no discrimination, interference, restraint or coercion by the Corporation or any of its agents against any such individuals because of membership or activity in the Association, or their participation in joint Association/Management endeavours.

A1.10 Without limiting the right of the Association to solicit any staff or supervisory employee employed by the Corporation to join the Association, the Association agrees that neither the Association nor its members, individually or collectively, will in any manner intimidate or coerce any such individual of the Corporation with a view to influencing that person to join the Association.

Article 2 CORPORATION RIGHTS

A2.1 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 3 DURATION, RENEWAL OR REVISION OF AGREEMENT

- A3.1 This agreement shall become effective upon the signing of the collective agreement and shall continue in force and in effect up to and including the 31st day of December, 2025, and thereafter from year to year unless terminated, renewed or revised as hereinafter provided.
- A3.2 Should either party to this agreement desire to renew, revise or terminate this agreement, then not less than 90 or more than 120 calendar days prior to the expiry date of this agreement shall such party give written notice to the other party of such intent.
- A3.3 Following receipt of the written notice to renew or revise the agreement, the parties will exchange particulars related thereto not later than 75 calendar days prior to the expiry date of the agreement and be prepared to commence negotiations not later than 60 calendar days prior to the expiry date of the agreement.
- A3.3.1 Only those matters referred to in the said particulars shall be subject to negotiations unless otherwise mutually agreed upon.
- A3.4 The President, with prior approval from the Executive of the Association, and the Manager, Employee Relations Department of the Corporation, acting jointly, may from time to time by Letters of Understanding in writing signed by them, amend or interpret the provisions of this agreement and the parties thereto shall be bound by any such amendments or interpretations.
- A3.4.1 During the period required to negotiate a renewal or revision to this agreement, this agreement and any current Letters of Understanding shall remain in full force and in effect without change.
- A3.4.2 Upon coming into effect of this agreement, any other agreement or Letters of Understanding, which are reviewed and not renewed, shall be terminated.
- A3.5 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.

Article 4 MEMBERSHIP DUES

- A4.1 Commencing with the first pay period following execution of this agreement and for each pay period thereafter, the Corporation shall deduct from the earnings of each employee covered by this agreement, an amount equal to the regular biweekly Association membership dues established from time to time by the Association, and shall pay said amount biweekly to the Association on behalf of the employee.
- A4.1.1 Employees added to the jurisdiction of the Association subsequent to the dues commencement period referred to in Article A4.1, will be deducted Association membership dues from their earnings beginning with the second pay period following commencement of employment within the jurisdiction and each pay period thereafter.
- A4.2 The Association shall indemnify and save harmless the Corporation from and against any losses, damages, costs, liabilities 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, liabilities or expenses were suffered or sustained as a result of the negligence of the Corporation.

Article 5 NOTICES

- A5.1 Every notice, which may be required to be given or served pursuant to this agreement, shall be in writing, dated and signed by the party giving the notice.
- A5.2 Notice to the Association may be given or served by personal service on the President of the Association or by registered mail, postage prepaid, addressed to the Association of Manitoba Hydro Staff and Supervisory Employees, P.O. Box 353-905 Corydon Avenue, Winnipeg, Manitoba R3M 3V3, or such other address as the Association may by notice in writing designate.
- A5.3 Notice to the Corporation may be given or served by personal service on an officer of the Corporation or by registered mail, postage prepaid, addressed to the Manager, Employee Relations Department of Manitoba Hydro, P.O. Box 815, Winnipeg, Manitoba R3C 2P4, or to such other address as the Corporation may by notice in writing to the Association designate.

Article 6 RIGHT OF THE CORPORATION TO INFORM EMPLOYEES

- A6.1 The Corporation has the right to make and alter from time to time, rules and regulations to be observed by employees provided such rules and regulations do not conflict with provisions of this agreement.
- A6.2 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 7 GRIEVANCE AND ARBITRATION

Grievances

- A7.1 In the spirit and intent of Article A1 of this agreement, it is agreed by the parties to attempt to resolve all employee and employer differences with a mutual problem solving approach as promptly as practicable without suspension of work.
- A7.2 Grievances within the meaning of the Grievance Procedure and Arbitration shall consist of disputes regarding the interpretation, application, or administration of this agreement, including an alleged inappropriate job selection, an alleged violation of the agreement, or alleged unjust treatment of an employee.
- A7.2.1 Grievances alleging inappropriate job selection or unjust demotion, suspension, or discharge, will be lodged at Step II of the grievance procedure within 10 working days of the date of receipt of written notification to the unsuccessful applicants or imposition of discipline.
- A7.3 No employee shall be a member of the Association Grievance Committee during the settlement their own personal grievance, nor shall the immediate supervisor or subordinate serve on the Association Grievance Committee.
- A7.4 In circumstances where it is not possible to process grievances within the specified time limits, they may be varied by mutual arrangement between the parties.

A7.5 Grievance Procedure

Employee Grievance

A7.5.1 Step I

Employees (individually or as a group) who believe they have a grievance and allege a violation of this agreement, or who believe they have been unjustly treated in the application or interpretation of this agreement, shall first approach their immediate supervisor or Manager and attempt to resolve the matter at that level. The employee may be accompanied by a representative of the Association if the employee or the immediate supervisor so desire, provided an Association representative is available within a reasonable period of time. Line Management may be accompanied by a representative of Human Resources if either party so desires.

A7.5.2 Step II

If settlement is not reached in Step I, the Association Grievance Committee will further review the circumstances of the case and if satisfied the grievance is justified, will within 20 working days of the date of the issue giving rise to the grievance (10 working days in the case of alleged inappropriate job selection or discipline), submit the grievance in writing to the corporation's Employee Relations Department. Employee Relations will arrange a meeting with the appropriate Director or his/her delegate within 5 working days of receipt of the written grievance, with a meeting to be held within a further 10 working days from the date it is scheduled. The Director's decision shall be rendered within 5 working days of the meeting.

A7.5.3 Step III

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

A7.6 An employee who has been suspended, demoted, or discharged and who, through the grievance appeal procedure is found to have been unjustly dealt

with, shall be reinstated and reimbursed for loss of salary and benefits, provided the employee affected was willing and able to carry on his/her normal work through the period between suspension, demotion, or discharge and reinstatement.

Policy Grievance

A7.7 Either the Association 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 alleged violation must be identified at the time the grievance is submitted.

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

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

Arbitration

A7.8 Either party to this agreement may, subject to the following provisions, refer unsettled matters under dispute to arbitration for final and binding settlement.

A7.8.1 In the case of grievances, within 30 working days after having exhausted the provisions of Article A7.5.

A7.8.2 In the case of negotiations for renewal or revision of a collective agreement, within 30 working days after having exhausted the 2 party collective bargaining process,

Or

within 30 working days following conclusion of conciliation or mediation proceedings where the parties have mutually agreed to engage a conciliator or mediator concurrent with or following the 2 party collective bargaining process.

A7.9 Arbitration proceedings shall be instituted by either party serving upon the other a written notice to arbitrate within the time period referred to in Articles A7.8.1 and A7.8.2.

A7.10 A single arbitrator shall be appointed within 5 working days of service of notice referred to in Article A7.9. If the parties are unable to agree to a single

arbitrator, they may jointly request the Manitoba Labour Board to appoint an Arbitrator.

A7.10.1 Where the parties agree to a Board of Arbitration, they shall, within 5 working days of service of notice referred to in Article A7.9 appoint a member to a Board of Arbitration. The 2 members so appointed shall then choose a Chairperson. If the 2 appointed members are unable to agree on a Chairperson, they shall request the Manitoba Labour Board to appoint a Chairperson.

A7.11 An Arbitrator or a Board of Arbitration appointed pursuant to Articles A7.10 and A7.10.1 shall meet and hear the evidence from the Association and from the Corporation and attempt to issue an award within 30 calendar days after completion of the hearing, unless otherwise agreed to in writing by the parties. An award by an Arbitrator, or in the case of a Board of Arbitration, 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 of the Board of Arbitration and shall be final and binding on all parties concerned.

A7.12 The Corporation and the Association agree that each will bear an equal share of the fees and expenses incurred as a result of the appointment of an Arbitrator.

A7.12.1 In the case of a Board of Arbitration, the Corporation and the Association agree that each will be responsible for the fees and expenses of their respective appointees and that each will bear an equal share of the fees and expenses of the Chairman of the Board of Arbitration.

A7.13 An Arbitrator or a Board of Arbitration shall not have any authority to revise any 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.

A7.14 An Arbitrator or a Board of Arbitration shall have the authority to determine whether any matter referred to it is arbitrable.

Discipline

A7.15 Where an employee has been suspended without pay pending investigation, the Corporation will make a decision on disciplinary situations within 9 working days (one full pay period). Should the investigation go beyond 9 working days, the affected employee's pay will restart. Under extenuating circumstances, and with mutual agreement between the association and management, this 9-day time frame may be extended. A request by management to extend the time frame will not be unreasonably denied.

A7.16 The time period for any disciplinary letter begins to run from the day of the first formal investigation meeting where both the employee being investigated and a representative from AMHSSE are present.

Article 8 ASSOCIATION REPRESENTATION, COMMITTEES/MEETINGS

- A8.1 The Association 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, negotiating or unit committee.
- A8.2 Where practicable, meetings between the Corporation and the Association shall be held during regular working hours. Employees who are representatives of the Association at these meetings 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.
- A8.3 When meeting with the Corporation, the number of employees attending as representatives of the Association who are entitled to receive their usual remuneration shall be as follows:
- A8.3.1 In the case of negotiations, conciliation, but excluding mediation or arbitration, for a period of:
- (a) 54 days for a one year term agreement,
 - (b) 72 days for a two year agreement,
 - (c) 90 days for a three year term agreement.
 - (d) all time spent in negotiations for a four year term agreement.
- A8.3.2 In the case of a grievance, a total of 3 representatives (excluding the aggrieved party).
- A8.4 When the conduct of an employee is considered by the corporation to warrant a letter of warning, suspension, demotion, or dismissal, they shall be informed of their right to have an Association representative present when the decision is invoked.
- A8.4.1 If there is alleged serious misconduct or an employee is to be disciplined for "serious misconduct" as defined in Corporate Policy, Association representation is required.
- A8.4.2 The Association shall be notified of each case and of any letter of warning pertaining to suspension, demotion, or dismissal of an employee

Section B – Wages and Pensions

Article 1 **WAGE RATES AND SETTLEMENT PAY**

- B1.1 The rates of pay for work performed by employees governed by this agreement will be in accordance with Salary Appendix "C" attached.
- B1.2 The salary schedule will be escalated during the term of the agreement as follows:
- a) Effective January 1, 2021 – 0.00% general wage increase.
 - b) Effective January 1, 2022 – 1.25% general wage increase.
 - c) Effective January 1, 2023 – 1.25% general wage increase.
 - d) Effective January 1, 2024 – 1.50% general wage increase.
 - e) Effective January 1, 2025 – 2.00% general wage increase.
- B1.3 During the term of this agreement, should the Corporation determine that classifications require(s) an increase in compensation due to external market pressures related to attraction and/or retention, it is agreed the Company and Association shall, in good faith, negotiate and implement such adjustments.

Article 2 **SEVERANCE PAY**

- B2.1 An employee will accumulate 3 days pay for each complete year of service beyond 25 years of service (pro-rated for a partial year of service), payable on resignation, retirement, death or termination, for reasons other than dismissal, at the employee's prevailing basic rate of pay.

Article 3 **SUPERVISOR'S DIFFERENTIAL**

- B3.1 Manitoba Hydro will maintain the salary of the fully qualified supervisor at a minimum of 10% above the salary of the highest paid subordinate. Fully qualified, for the purposes of this article, will include those who meet all the minimum requirements of the job as well as those who do not meet the educational component but are enrolled and undertaking the required education/training to become fully qualified.

Eligibility and administration of the Supervisor's Differential will be in accordance with the guidelines established in Appendix "E".

Article 4 SUPERVISOR'S MAXIMUM

- B4.1 In accordance with normal salary administration practices, eligible employees will be allowed to progress up to 2.5% beyond the maximum of their pay grade range, reviewed and applied in June of each year. 'Eligible employees' are those employees in a position where 'supervision' is a significant responsibility. 'Supervision' is responsibility for completion of performance appraisals, development planning and necessary discipline of 3 or more direct reports.
- B4.2 Employees in supervisory positions that have progressed 2.5% beyond their pay grade maximum will maintain their salary as long as they remain in a position which meets the criteria. Should these employees successfully bid into a temporary or permanent bulletined position that is of an equal or lower pay grade and does not meet the criteria, employees will be reduced to the maximum of the new position. In the case of Corporate initiated transfers, employees will maintain the 2.5%.
- B4.3 Should affected employees be promoted to a higher level position, they will be afforded normal promotional salary treatment above their current salary including the 2.5%.

Section C – Working Conditions

Article 1 **EMPLOYEE STATUS**

C1.1 **Probationary Employees**

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

C1.1.1 The purpose of the probationary period is to assess the employee's qualifications, performance and suitability for continued employment.

C1.1.2 The probationary period shall extend from date of hire for a period of 13 completed pay periods, or for hourly paid employees after 958.1 basic hours worked.

C1.1.3 An employee shall be deemed to have completed the probationary period upon meeting the requirements of C.1.1.2 as well as meeting the Corporation's requirements with respect to being physically capable of performing the duties of the job, education, experience, performance and other particular requirements related to the position.

C1.1.4 An employee who fails to successfully complete the probationary period shall not be continued in employment with the Corporation.

C1.2 **Status definition shall be as follows:**

Staff: Full-time (basic daily and bi-weekly hours) on a continuous year-round basis (including job shares of a staff status job).

Term: Required for a specific job or for a specific duration of time.

Part-Time: Less than normal basic daily and/or bi-weekly hours on a scheduled year-round basis.

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

C1.2.1 Employees moving temporarily into a position will maintain their current status.

C1.2.2 Employees moving permanently into a position will assume the status of the new position.

C1.3 Term Employees

The Corporation may at the time of hire, designate an employee as 'term' to Staff requirements of a temporary nature.

C1.3.1 A term employee will be subject to all of the terms and conditions of the Collective Agreement except as provided for in Article F4.3.

C1.3.2 Extensions to the length of employment of a term employee will be discussed with the Association.

C1.3.3 Except where the original term was expected to be greater than 24 months, term employees who have no discipline on their file, and who have worked in the same position for 24 consecutive months or more (with no breaks in service of greater than 2 weeks) will be granted staff status.

C1.3.4 A term employee may be terminated at the completion of the assignment, project, or period of time for which the employee was hired.

C1.4 Service Rights

Only employees who have completed the probationary period as defined in Article C1.1.3 who are within the scope of this agreement shall have service rights within the terms of this agreement as follows:

C1.4.1 Corporate Service - The total accumulated service with the Corporation based on basic hours paid. Corporate Service will not accrue while on approved leave of absence without pay or layoff except as otherwise provided in the Corporation's Maternity/Parental Leave policy. Accumulated service will be forfeited upon termination of employment.

C1.4.2 Service rights of an employee shall be retained and continue to accumulate during periods of authorized leave of absence with pay or when on Workers Compensation.

C1.4.3 Service rights of an employee shall be retained in suspension during periods of authorized leave without pay.

Article 2 **HOURS OF WORK**

C2.1 Staff and supervisory employees will, as required, work the same normal or scheduled hours as the work force they supervise or with whom they are associated at the work location.

C2.1.1 The normal hours of work for field and office employees will be 7 hours and 55 minutes (7.92 hours) daily during a 9-day bi-weekly pay period, for a total of 73.7 hours biweekly, or 1916 hours annually over 26 pay periods.

Nine day work cycle

C2.2 The 9 day work cycle will be a universal plan covering all regular day workers and those employees working a 2 shift operation Monday to Friday, and where practicable those employees working a 3 shift operation Monday to Friday.

C2.3 Employees working the 9-day work cycle will be entitled to 18 Regular Days Off (RDO) each year, made up of a combination of fixed Mondays off plus additional individual RDO's to be taken at a time mutually agreed between the employee and his/her supervisor.

The conditions of 9 day cycle are as follows:

C2.4 The regular daily hours of work will be 7 hours and 55 minutes. These daily hours shall be worked between 07:30 and 17:30. Commencement of the normal work day is at 08:00.

C2.5 Where feasible and practical, employees may request flexibility in starting and finishing times within certain limits.

C2.5.1 Employees' work schedules must meet the operational requirements of their work area as determined by line management.

C2.5.2 The "core hours" of work for all full-time employees will be 9:00 a.m. to 3:30 p.m. (excluding lunch).

C2.5.3 Employees may commence their work day between 7:00 a.m. and 9:00 a.m. and end their work day at/or between 3:30 p.m. and 5:30 p.m. (reflecting standard hours of work of 7 hours and 55 minutes per day, 9 days biweekly).

C2.5.4 Employees will receive an unpaid meal break of not less than 1/2 hour and not greater than 1 hour.

- C2.5.5 Subject to line management approval, employees will designate their daily starting and finishing times, which will normally remain in effect on an ongoing basis. From time to time, employees may vary their start/finish times, but are expected to keep line management aware of such changes.
- C2.5.6 Employees may with reasonable notice revert back to normal working hours when a flexible work arrangement is no longer necessary or desirable
- C2.6 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.
- C2.7 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.
- C2.8 Paid leave, including vacation and sick leave credits will be utilized at a rate of 7.92 hours per day.
- C2.9 Rates of pay for additional hours worked shall be as provided in Article D1 and D2.
- C2.10 The hours of work for employees assigned to shift work shall be as provided in Article C3.
- C2.11 Any shortening of work hours or reduction in the basic work week for employees supervised or associated with members of the Association shall entitle the Association to reopen and renegotiate this Article for the appropriate schedule.
- C2.12 For the purpose of this agreement, the terms "normal" and "scheduled" shall be defined as follows:
- "normal" - hours worked at basic rates of pay,
- "scheduled" - assigned hours of work for the job, which may include overtime.

Article 3 **SHIFT EMPLOYEES**

- C3.1 A "shift employee" is defined as an employee who performs daily duties during regular hours on either a 3-shift or a 2-shift basis. A 2-shift basis will normally be a day and night shift, except for employees on construction projects where the shift will be designated to meet the requirements of the job. Employees whose hours of work are not arranged according to a shift schedule shall not be known as shift employees.
- C3.2 Rotation of shifts shall take place according to a shift schedule. Shift schedules will be based on 1916 hours annually, and will be composed of 8 hour shifts, 12 hour shifts, or a combination of the two. Rotation of shifts will normally take place following a day or days of rest, with the maximum permissible period of rest for an employee being allowed between shift changes.
- C3.3 Once a shift schedule has been assigned to a shift employee, the Corporation will provide a minimum of 72 hours' notice prior to the shift employee being required to work the new or revised shift schedule. If 72 hours' notice is not provided to a shift employee, an additional premium, at straight time rates, will apply to all hours a shift employee is required to work within the 72-hour notice period. The straight time rate premium will not apply to any hours worked outside of the 72-hour notice period. The hours worked during the 72-hour notice period will not be considered overtime.
- C3.4 Except as provided in Article C3.5, a shift shall be either 8 or 12 consecutive hours, exclusive of lunch periods, and shall be paid at straight time rates when such time is not worked as overtime. The day's work shall normally be performed during the hours of 00:00 to 08:00, 08:00 to 16:00, or 16:00 to 24:00 known as night, day and evening shift, respectively. Other start and end times for shifts may be established where mutually agreeable. The default shift pattern will consist of 10 consecutive days work and 4 consecutive days off.
- C3.4.1 Shift employees will continue to receive their normal biweekly basic pay based on 73.7 hours per pay period which will be equalized over the term of the shift schedule.
- C3.5 7 hours and 55 minutes (7.92 hours), worked consecutively, exclusive of lunch periods, shall constitute a shift and therefore, a day's work for a shift employee working on construction projects when such time is not worked as overtime.
- C3.5.1 A standard shift shall be one that extends for 3 days or more.
- C3.6 An hourly shift premium of \$1.38 shall be paid to designated shift employees required to work according to a shift schedule between the hours 16:00 and 08:00 on Monday to Friday, inclusive, when such work is according to an assigned shift and not as overtime.
- C3.6.1 An hourly shift premium of \$3.93 shall be paid to designated shift employees required to work according to a shift schedule between

the hours 00:00 and 24:00 on Saturdays, Sundays and Corporation Holidays when such work is according to an assigned shift and not as overtime.

- C3.6.2 The shift premiums will be escalated at a rate and time coincident with general wage increases, commencing in the second year of the collective agreement.
- C3.6.3 Shift employees will receive shift premiums as defined in C3.6 or C3.6.1 while on vacation if they would otherwise have worked an eligible shift.
- C3.6.4 This includes a Shift Addition (SA) Premium applicable to all basic hours worked. The SA Premium will only apply to operations that previously included the former A time and banked time provisions.
- C3.7 Paid leave credits (sick leave, vacation, banked time, etc.) will be utilized at the same rate as the work force they supervise or with whom they are associated, and will be charged at a rate equivalent to the actual length of the workday at the work location (e.g., 8 or 12 hours).
- C3.8 Overtime rates for shift employees will apply for work performed outside of the regular scheduled shift hours.
 - C3.8.1 The exchange of information between shift employees at the time of shift turnovers is an integral and necessary part of each shift employee's job. Where an abnormal situation has occurred (e.g. system disturbance) and as a result the shift turnover time lasts for more than 10 minutes, the employee coming off shift will be compensated for the full duration of the shift turnover in accordance with Article D1.2 of the Collective Agreement.
- C3.9 Corporation Holiday pay will be for the actual length of the workday.
 - C3.9.1 When a Corporation Holiday occurs on an employee's regularly scheduled working day and the employee is required to work the day, the employee will be compensated as follows:
 - a) for all hours worked - Corporation Holiday pay, or time off in lieu of, at straight time rates; plus
 - b) double time for all hours worked on the Corporation Holiday.
 - C3.9.2 When a Corporation Holiday occurs on an employee's normal day off, the employee will have the choice of a mutually agreed day off at their basic rate of pay in lieu of the holiday or receive pay at their basic rate.

Article 4 SCHOOLS AND TRAINING

- C4.1 It will be the responsibility of staff and supervisory personnel to attend designated courses of instruction as provided by the Corporation from time to time. The employee will receive his/her basic rate of pay during the period of the course.
- C4.2 When an employee is enrolled in a course of studies outside the Corporation, he/she may be allowed to make suitable arrangements with his/her immediate supervisor to work hours in excess of his/her normal work day, in order to attend day lectures at an institute of learning for up to a maximum of 3 hours per week, plus travelling time. Should a specific course include a laboratory period in conjunction with the day lectures, then additional time off not exceeding 3 hours plus travelling time per week may be arranged. In any event, the total time off during any work day shall not exceed 3 hours plus travelling time and will only be granted for those courses not available outside normal working hours. These provisions will be subject to the work load conditions in the specific department affected.

Article 5 EMPLOYMENT EQUITY

- C5.1 The parties agree to work co-operatively to identify and remove systemic barriers to stable long-term employment in order to facilitate equitable participation of qualified Indigenous people, women, people of visible minority, and people with a disability in Manitoba Hydro's workforce.
- C5.2 The parties will discuss, with the aim of reaching mutually-acceptable solutions, such employment equity issues that may arise.
- C5.3 The association will suspend the posting and selection procedure of the collective agreement in favour of the following arrangement (provided minimum qualifications are met):
- a) The Association and Management will establish a joint advisory committee of equal representation which will develop placement criteria for this program.
 - b) The Corporation will identify to the committee, vacant positions which it proposes to 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 Association, 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. Receive input from AMHSSE concerning members of the Association who might qualify for inclusion in the program.

C5.4 The parties will also discuss, and where mutually agreed, designate certain work locations for Indigenous hiring (e.g. God's Lake Narrows, Island Lake, based on established criteria: populations, relations, existence of employment opportunities, NFA, saleability with membership), applying the Northern Hiring Preference Principle (AERC Report) as follows:

Indigenous members of Northern Communities affected by hydro development, Indigenous people of Northern residency, Indigenous people of Northern origin, Northerners, All others of Indigenous Ancestry.

Section D - Inconvenience

Article 1 **OVERTIME**

- D1.1 Occasional overtime worked beyond the scheduled work day at the discretion of the individual will be without compensation.
- D1.2 When an employee is directed to work beyond the normal work day, such additional hours shall be considered as overtime and will be compensated for on the basis of double time (x 2) for all hours of overtime worked.

Overtime Cancellation

- D1.3 When employees are not notified of cancellation of scheduled overtime before the end of the normal work day/shift that precedes the overtime requirement they shall be paid for 2 hours at their basic rate.
- D1.4 When employees are not notified and report for work and the overtime work is cancelled, they shall be paid 2 hours at double time.

Banking of Overtime

- D1.5 An employee shall be allowed to have his/her directed overtime hours worked credited to his/her "overtime bank" for the purpose of receiving leave of absence with pay at a future date, working conditions permitting.
 - D1.5.1 The maximum allowable overtime hours to be banked on a premium time basis in any one vacation year shall be 100 hours.
 - D1.5.2 An employee may carry over his/her outstanding banked overtime credits to the following vacation year and in accordance with Article D1.5.1, he/she may bank and utilize a maximum of 100 hours in the current vacation year in addition to the carried-over credits. The maximum overtime credits an employee may have in his/her overtime bank at any point in time shall not exceed 100 hours.
 - D1.5.3 On request, an employee may have their overtime bank or any portion thereof, paid out at their current basic rate of pay.
- D1.6 Exceptions to the above will be as provided in Article C3.4.

Overtime Meals and Transportation Reimbursement

D1.7 Staff and supervisory employees who are required to continue working 3 hours after their normal quitting time on a regular day of work will be eligible for an overtime meal. Where employees are required to continue working beyond the initial 3 hours, they will be eligible for an additional meal following each 3-hour interval of continuous work thereafter.

If overtime is scheduled on a day of rest during what would be normal working hours on a normal work day, employees will be eligible for an overtime meal 3 hours after the conclusion of their normal or scheduled hours of work. If required to continue working beyond the 3 hours, they will be eligible for an overtime meal following each 3-hour interval of continuous work thereafter.

If an employee is called out to perform work, an overtime meal will be earned after 3 hours of work and if required to continue working they will be eligible for an overtime meal following each 3-hour interval of continuous work thereafter.

D1.8 When employees are entitled to an overtime meal, the Corporation will normally be responsible to provide the meal. When a meal is not provided by the Corporation and employees purchase a meal, they will be reimbursed for the actual cost of the meal (receipts required), up to the supper meal rate in Corporate Policy P552, plus tax and tip. Where it is neither practical nor feasible for a meal to be provided by the Corporation or purchased by the employee due to circumstances outside of the Corporation's or the employee's control (e.g. system emergency, customer power restoration, meal facilities not readily available, etc.) employees will be provided with a taxable allowance equivalent to the lunch meal rate per P552 (subject to taxation via payroll deduction).

D1.9 When employees do not leave the work site and the meal break does not exceed ½ an hour, the meal break period will be considered as time worked at the overtime rate of pay.

D1.9 When an employee normally relies on public transportation to commute to and from work and overtime requires travel when public transportation is not available, they will be entitled to submit for reimbursement of reasonable transportation expenses.

D1.10 When an employee is required to use their own vehicle to respond to a call-out or to report to work a second or more times on a workday because of overtime, they will be entitled to reimbursement for the use of their personal vehicle at the prevailing rates per Corporate Policy P660 for the distance traveled on the most direct road route between the locations involved. If an employee's principal residence is outside the HQZ, reimbursement will only apply to distance traveled within the HQZ boundary.

Article 2 **CALL OUT/STANDBY**

Standby Rates

- D2.1 Due to the nature of its operation, the Corporation may direct an employee to be available for work outside normal working hours, and they shall be eligible for inconvenience pay at the following rates:
- D2.1.1 Effective January 7, 2021 for standby on a normal working day - \$42.98 per day. Working day standby duty shall consist of all non-working hours from the completion of work on that day up to the normal starting time of the following day or up to what would be normal starting time on a day of rest or Corporation Holiday.
 - D2.1.2 Effective January 7, 2021 for standby on a non-working day - \$85.96 per day. Non-working day standby duty shall consist of all hours commencing at what would be normal starting time during an employee's day or days of rest, including Corporation Holidays, through to what would be normal starting time of the following day or normal starting time of the next normal work day.
 - D2.1.3 If a Corporation Holiday falls during an employee's standby period, the employee will be eligible for an additional day off with pay at a time to be mutually agreed between the employee and his/her supervisor. The lieu day can be taken any time prior to the expiration of the fiscal year, at a time mutually agreed upon between the supervisor and the employee, or it can be cashed out. If the lieu day is not taken or cashed out, it will automatically be cashed out at the end of the fiscal year.
 - D2.1.4 The standby rates will be escalated at a rate and time coincident with general wage increases.
- D2.2 Where the Corporation directs an employee to be available for work outside of their normal or scheduled working hours pursuant to Article D2.1, the Corporation shall provide 5 calendar days' notice to employees prior to commencement of the standby duty. Subject to Article D2.3, if 5 calendar days' notice is not provided, the employees performing the standby duty will receive 1 ½ times the standby rates under Article D2.1 for all days an employee is required to be on standby within the 5 calendar days' notice period. The 1 ½ times standby rate will not apply to any days the employee is on standby beyond the 5 calendar days' notice period.
- D2.3 Should an employee be unable to perform standby duties for reasons other than scheduled vacation, sickness or family emergency, the employee must arrange for a qualified employee to replace them on standby duty and receive approval of their immediate supervisor or manager. For further clarity, scheduled vacation is deemed to be vacation which is requested and approved a minimum of 15

calendar days prior to the commencement of the vacation. Employees will not refuse standby duties without reasonable cause.

D2.4 Notwithstanding Articles D2.2 and D2.3, if the Corporation determines that there are emergency conditions which need to be addressed immediately, the Corporation may direct an employee to be placed on standby duty for less than a full week but not for less than 1 full working day without the 5 calendar days' notice requirement. The payment of 1 ½ times the standby rates as articulated in Article D2.2 will apply.

Call Out

D2.5 Call Outs are as follows:

D2.5.1 A 3 hour minimum for the initial overtime call out. Any subsequent call outs within the defined period will result in a 1 hour minimum. (On a weekday, the defined period of time is the time between the conclusion of the employee's scheduled working hours through to what would be the normal starting time of the following day. On the weekend, the defined period of time is the 24 hour period from 8 a.m. to 8 a.m.)

D2.5.2 If an employee received their first call out within 3 hours of the start of their regular work day, they will receive overtime rates up to the commencement of their regular start time.

D2.5.3 If an employee received a subsequent call out within 1 hour of the start of their regular work day, they will receive overtime rates up to the commencement of their regular start time.

D2.6 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 will be paid as follows:

D2.6.1 The employee will be paid a minimum of 1 hour of pay at overtime rates.

D2.6.1.1 If there are additional calls received during the 1 hour minimum period, payment for additional calls will not apply.

D2.6.1.2 If the time spent actually extends beyond 1 hour, overtime will be paid for actual time spent.

D2.6.1.3 If an employee receives a call out in accordance with D2.5 during the 1 hour minimum period, the 3 hour call out will not be compounded upon the 1 hour minimum. The

minimum 3 hour call out will be considered to have commenced at the time of the initial call.

Article 3 TELECOMMUTING

- D3.1 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 their job responsibilities at a location other than his/her primary work location.
- D3.2 Telecommuting Definition: 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.
- D3.3 Telecommuting Principles
- D3.3.1 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.
- D3.3.2 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.
- D3.3.3 Jobs suitable for telecommuting are characterized by having clearly defined tasks and work products, measurable work activities, and minimal special equipment requirements.
- D3.3.4 An employee's performance is measured by output or results achieved.
- D3.3.5 The terms and conditions of employment with the Corporation and the Collective Agreement still apply.
- D3.3.6 Each telecommuting arrangement is voluntary and jointly agreed to by the Supervisor, employee and Association by signing a Telecommuting Agreement which may be terminated at any time normally with 2 weeks notice by the supervisor or employee.
- D3.4 Telecommuting Equipment
- D3.4.1 In each telecommuting arrangement, the supervisor and employee determine the need for telecommuting equipment. The employee normally provides all telecommuting equipment including telephone, computer and internet connection.

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

- D3.4.2 If the supervisor determines that the employee should have Corporate-owned equipment in their off-site location, the equipment may be provided with the Department Manager's approval. If approved, the installation, repair and maintenance of telecommuting equipment becomes the Corporation's responsibility. The supervisor tracks the equipment's use in meeting the department's specific goals.
- D3.4.3 If the supervisor determines that the employee should have a high-speed internet connection at his/her off-site location, the Corporation will pay for the basic service with the Department Manager's approval.

Section E – Postings, Appointments, Promotions, and Reclassifications

Article 1 **JOB POSTINGS**

E1.1 All vacant or new staff status positions within the scope of this agreement which are required to be filled by the Corporation, except for those positions identified in Article E1.1.1, shall be advertised by Employment Circular. The closing date for acceptance of applications will normally be 12 calendar days from the date on which the circular was published.

E1.1.1 Advertising by Employment Circular of vacant or new staff status positions will not be required for those positions where the Corporation may, with prior concurrence of the Association, confirmed in writing, fill the vacancy by appointment. Such appointments will be reserved for those situations that involve job redundancy or personal and family circumstances that require compassionate consideration.

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

E1.2 Where there is a need to fill positions of a training or temporary nature, an information circular may be issued as conditions warrant, inviting employees to indicate their interest.

E1.3 Applicants for a position will be advised within 60 calendar days after closing date of Employment Circular of a decision reached, or if that is not possible, will be advised of the date on which a decision is expected to be made.

E1.3.1 The Corporation will provide the Association with the name of the successful applicant concurrently with the notification to the applicants of the decision reached.

E1.4 Where there is a subsequent vacancy to be filled with the same classification, qualifications, and work location as advertised in a job posting that closed within 60 calendar days, the Corporation can make a second selection from the job posting without concurrence.

AMHSSE will consider requests for concurrence for subsequent selections brought forward beyond 60 calendar days of the job posting close date.

- E1.5 Letters of reprimand, warning or suspension which are older than 24 months shall not be considered in job selection, provided that other discipline relating to the same or similar offence has not been given during that 24 month period.

Discipline letters on file shall not automatically disqualify candidates for job selection, and discretion should be applied taking into account the individual merits of the situation.

Article 2 APPOINTMENTS AND PROMOTIONS

- E2.1 When selecting a suitable applicant to fill a vacant position, the Corporation shall recognize as the primary criteria; qualifications and performance. Corporate service will also be recognized in the selection process.

E2.1.1 When a position south of the 53rd parallel of the province is bulletined, an employee currently working north of the 53rd Parallel, other than an employee hired for a specific project or term of employment, who has filled an AMHSSE position in the north for a total of 5 years or more with a minimum of 12 months on the current assignment, shall be given first consideration, with respect to Corporate service.

- E2.2 The date on which the successful applicant is to be transferred to their new position will be established by the Corporation. The effective date for the applicant's new salary will be established as follows:

- The day on which the incumbent starts the duties of the new position,
- or
- The day immediately following the first complete pay period after the notification, if the corporation defers the transfer.

- E2.3 An employee who is selected for a position advertised in an Employment Circular shall have 7 calendar days from the date of the Letter of Offer to respond to the offer.

Salary Treatment

- E2.4 An applicant with the minimum qualifications will have their rate of pay established as follows, provided that such increase does not establish a rate in excess of the maximum for the new position:

E2.4.1 One pay grade promotion - increase of between 5 – 8%.

E2.4.2 Two pay grade promotion - increase of between 9–12%.

E2.4.3 Three or more pay grade promotion – increase of between 13–15%

- E2.5 An applicant with less than the minimum qualifications, but who, as a result of the Corporation's Policy to promote from within, has been selected for the position, will have their rate of pay established per E2.4, not to exceed 5% below the maximum of the pay grade of the position they are selected to:
- E2.5.1 The employee will be eligible for annual progression per E4.2 and E4.3 up to 5% from the maximum of the pay grade of the position they are selected to.
 - E2.5.2 When deemed qualified, the employee will be given the classification of the position and become eligible for progression to the maximum of the higher pay grade.
- E2.6 The full promotional increase may be applied at the time of promotion, or a portion may be applied either after 6 months for a qualified applicant, or when the unqualified applicant is deemed to meet the minimum qualifications of the position.
- E2.7 The specific amount an individual employee is eligible to receive will take into consideration factors including, but not limited to, salaries for other employees in the area, salaries for comparable positions within the Corporation, the performance history and competencies of the employee, and the expected performance of the individual in the new job.
- E2.8 The above detailed salary treatment will also apply to reclassifications and temporary assignments.
- E2.9 Moving time and allowances will be those established from time to time by the Corporation and such information will be made available to the employee concerned.

Article 3 TEMPORARY APPOINTMENTS

- E3.1 When an employee is temporarily appointed to and is assigned the duties and responsibilities of a higher classified position, the rate of pay shall be established in accordance with Articles E2.4 or Article E2.5, depending on qualifications.
- E3.2 Temporary appointments will be limited to 18 months.
- E3.3 Extensions beyond the 18 month limit will require AMHSSE concurrence.

- E3.4 The use of temporary appointments will generally be restricted to circumstances that can be categorized as follows:
- E3.4.1 To fill vacancies arising from approved leaves of absence, (e.g. association business, maternity/parental, education, northern service, jury duty, etc.)
 - E3.4.2 To fill the immediate staffing requirements where reorganization is taking place or is imminent.
 - E3.4.3 To accommodate employees requiring compassionate consideration or who face job redundancy.
 - E3.4.4 To handle varying increases in work load.
 - E3.4.5 To determine the capabilities of staff and provide developmental opportunities.
 - E3.4.5.1 Where the appointment is made for training and development vs. a Corporation work requirement, the transfer will be made on a lateral basis.
 - E3.4.6 To staff special projects that are non-recurring in nature
 - E3.4.6.1 Special projects extended beyond 18 months or known to be greater than 18 months in duration will be posted.

If selection to a special project is through posting, the assignment will be for the duration of the project; no further concurrence will be required.
 - E3.4.7 To backfill vacancies resulting from transfers due to Articles E3.4.5 and E3.4.6.
- E3.5 The Corporation will notify the Association on a monthly basis as to the commencement, anticipated duration and termination of temporary appointments affecting the AMHSSE jurisdiction and its members. Notice will also include the work location of employees when work locations are changed.
- E3.6 Employees temporarily appointed to another position under the terms of this article will be treated in accordance with Corporate Policy P536 with regard to ongoing employment following the conclusion of the temporary assignment.

E3.7 When the employee returns to their permanent position from which the temporary transfer was made, the salary treatment will normally be the same as if there had been no temporary transfer, except where the length of the temporary appointment is for 12 months or longer and the employee has received salary treatment in accordance with Article E3.1, they will maintain their promotional increase and any other progression increase when they return to their permanent position, however, their rate of pay shall not exceed the maximum rate of pay of the employee's permanent position, subject to the following conditions:

E3.7.1 The temporary appointment is within the employee's career path and the experience gained will provide them with additional experience to perform the duties of their permanent position more effectively.

E3.7.2 An employee who has retained the higher rate of pay upon returning to their permanent position following a temporary appointment, shall not be eligible to permanently retain further temporary increases as a result of any further temporary appointments unless they have returned to their former position for a minimum period of 12 months.

E4.7 When employees are temporarily assigned by management to perform duties of a higher classified position for a period of 5 consecutive working days or more, or what would be considered to be the equivalent of 1 work week or shift rotation (e.g during periods of vacation relief), they will be provided with a dual rate for hours worked in the higher classification. Dual rates are established 5% above the employee's current base salary, unless an employee previously held the higher classification they are being dual rated in, in which case they may receive an increase consistent with their previous progression in the higher pay grade (if greater than a 5% increase). In all cases dual rates are not to exceed the maximum of the higher-level position's pay grade.

Article 4 INCREMENTS AND RECLASSIFICATION

Salary Progression

E4.1 For the purpose of salary progression, all employees will be assigned an annual review date. The review date will be established as the first calendar day of the month in which an AMHSSE member is hired into a position.

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

When an employee is deemed qualified, their review month will also be established as the first calendar day of the month the employee is deemed qualified.

E4.2 Employees will be eligible to progress within their pay grade on their annual review date provided they have shown adequate proficiency and demonstrated satisfactory performance during the period under review. Employees whose work performance is not satisfactory will be notified 60 days prior to their review date and will not be eligible for a progression increase until they have established satisfactory performance.

E4.3 Employees will progress at 5% increments until they reach the maximum of their pay grade.

E4.3.1 If an employee's salary is below the pay grade maximum by less than 5%, they will be eligible for an increment that would bring their salary up to the pay grade maximum.

Accelerated Progression

E4.4 Accelerated progression will be available to qualified employees who are paid within the salary range (minimum to maximum) of their pay grade.

E4.5 Accelerated progression can normally only occur one time in an employee's career at a time determined by management. It will be an increase of between 5% and 8% and will be added to an employee's base salary provided that such an increase does not establish a rate in excess of the maximum of the position. The increase will be in addition to general increases and promotional increases.

Reclassification

E4.6 All AMHSSE classifications have a corresponding Job Family and Level. The Job Family and Level associated with each classification is outlined in the AMHSSE Classification Grade Schedule (Appendix "B").

An employee shall have the right to request a review of their pay grade level at any time if there is a clearly defined change in duties & responsibilities. Such a request shall be made through a Job Level Review (Step 1) and, if required, a Job Level Appeal (Step 2).

E4.6.1 Job Level Review (Step 1)

An employee (or a group of employees) of Manitoba Hydro may choose to have his/her/their position(s) reviewed if there is a clearly defined change in their duties and responsibilities.

E4.6.2 A job level review package must be completed by the employee and submitted to their Supervisor and Manager.

Note: If the employee wishes to have a review completed as a group, a designated spokesperson must be chosen, and that individual should submit the review to his or her manager on behalf of the whole group.

E4.6.3 A completed Job Evaluation Questionnaire should be submitted along with the Job Level Review form to the employee's Supervisor/Manager. It is then the responsibility of the Supervisor/Manager to review the package and provide feedback as to why they agree or disagree with the request. If the Supervisor/Manager is in support of the request it will be forwarded to Human Resources (complete with a copy of the organizational chart and manager comments) for a final review to ensure corporate wide consistency and equity.

E4.6.4 **Job Level Appeal (Step 2)**

An employee can initiate an appeal by completing an appeal form and including this completed form with the original job level review package and sending this information to the Manager, Employee Compensation and Benefits, Human Resources Division, with a copy to the relevant bargaining unit or employee group.

E4.6.5 Human Resources will then assess whether there is sufficient documented information to continue with the appeal. If not, the employee will be asked to resubmit the appeal with additional supporting documentation.

E4.6.6 The employee will receive notification of receipt of the appeal request within 10 days. (A copy of this notification will also be sent to the relevant bargaining unit.)

E4.6.7 The employee will be given the opportunity to present their case to an Appeal Committee which is comprised of one member from each bargaining unit or employee group, one HR representative and one line management representative. The employee's manager (or delegate), and the bargaining unit representative will also attend.

E4.6.8 The appeal hearing will be held within one year of receiving the completed appeal request, and will follow this sequence:

- a) Review the information provided by the employee.
- b) Review any relevant documentation.
- c) Open the hearing for comments and questions.

E4.6.9 Based on the following criteria, the Appeal Committee will decide whether there is enough information to support changing the employee's pay grade level:

- a) Has the employee demonstrated why the proposed pay grade best fits their job?
 - b) Has the employee given specific examples to illustrate their reasoning?
 - c) Is there supporting documentation or evidence to support the argument?
- E4.6.10 The Chair of the Appeal Committee will notify the employee in writing of the Committee's decision, and the reasons for it, within 10 days of the hearing.
- E4.6.11 The Appeal Committee decision will be by consensus, and will be final and binding.
- E4.6.12 It shall not be necessary to advertise a position, which has been reclassified to the benefit of the incumbent.
- E4.6.13 When an employee is reclassified, they will be so advised in writing by his/her department head or delegate. The Corporation will forward notice of such reclassifications to the Association.
- E4.6.14 When an employee is reclassified as above, it is the intent of the Corporation to make salary adjustments effective at the point in time when the employee assumed a clearly defined change in duties and responsibilities, or at the point in time that the reclassification was deemed necessary by the Corporation because of a gradual increase in duties and responsibilities.

Section F – Time Off

Article 1 CORPORATION HOLIDAYS

F1.1 For the purpose of this agreement, the following days are recognized as Corporation Holidays:

- | | |
|--|---|
| * New Years Day (Jan 1 st) | * Labour Day |
| * Louis Riel Day | * <u>National Day for Truth & Reconciliation (Sept 30th)</u> |
| * Good Friday | * Thanksgiving Day |
| * Victoria Day | # Remembrance Day (Nov 11 th) |
| * Canada Day (July 1 st) | + Christmas Eve (half day) (Dec 24 th) |
| Civic Holiday | * Christmas Day (Dec 25 th) |
| | Boxing Day (Dec 26 th) |

+ Christmas Eve holiday will be observed on the last working day prior to Christmas Day commencing four hours after the employee's normal start time (for employees working 7.92 hours), or after completing the first half of the regularly scheduled shift for all other employees.

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

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

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

F1.2 If an additional holiday is proclaimed by the Government of Manitoba or the Government of Canada, it shall be recognized as a Corporation Holiday.

F1.3 When a Corporation Holiday except Remembrance Day occurs on a Saturday or Sunday, the holiday shall be observed on a working day or working days designated by the Corporation immediately prior to or following the weekend. In the case of shift workers, the holiday shall be observed on the day it occurs.

F1.4 Where working conditions permit, employees shall, if eligible, be granted leave of absence in observance of Corporation Holidays without loss of salary.

F1.5 When a Corporation Holiday coincides with a scheduled day of work for employees, such employees shall be granted leave of absence with pay in observance of Corporation Holidays. To be eligible, employees must have received pay on their last scheduled working day prior to and their first

scheduled working day following the Corporation Holiday, unless on authorized leave of absence.

F1.6 When a Corporation Holiday coincides with an employee's normal day(s) off (i.e., shift employee), and they are not required to work that day, they shall be granted leave of absence without loss of salary at a mutually agreed time or a day's salary at basic rate in lieu of the holiday, except for:

F1.6.1 Employees who work less than full-time hours will receive holiday pay based on their total hours worked in the previous 30 calendar days prior to the holiday divided by the number of working days available in the same period. No time off in lieu.

F1.6.2 When Remembrance Day occurs on a Saturday or Sunday, an employee, if eligible, shall have one day (7.92 hours) added to their vacation credits.

F1.6.3 Employees required to work on Remembrance Day when it falls on a Saturday or Sunday will receive pay at 2 times basic rate for all hours worked. In addition, they shall have one day (7.92 hours) added to their vacation credits.

F1.6.3.1 Employees who work less than full time hours will receive holiday pay for Remembrance Day based on Article F1.6.1.

F1.7 An employee who is terminated by the Corporation, on layoff, or is on authorized leave of absence without pay of less than 30 calendar days, and who has worked 15 days in the 30 day period immediately prior to a Corporation Holiday referred to in Article F1.1, is eligible to receive a day's salary at basic rate in lieu of the holiday. Eligibility will not apply to employees who resign or voluntarily terminate their employment or who are on leave of absence without pay in excess of 30 calendar days.

F1.8 An employee required to work on a Corporation Holiday shall receive pay at twice basic rate for all hours worked in addition to his/her basic salary.

or

Receive straight time pay for the basic hours worked in addition to his/her basic salary plus a day off without loss of pay in lieu of the holiday at a mutually agreed time.

Time worked in excess of the basic hours will be paid at twice basic rate.

In either case, the total compensation for the basic hours shall not exceed the equivalent of 3 times basic rate.

Article 2 VACATIONS

- F2.1 The vacation accrual and utilization year shall be from the beginning of the pay period, which includes April 1st of one year to the end of the last complete pay period in March of the following year.
- F2.2 Utilization of vacation will normally take place in the vacation year following that in which it was accrued.
- F2.3 Basic vacation accruals will be based on the following accrual rate:

VACATION ACCRUALS
(in 24 pay periods)

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

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

- F2.3.1 An employee shall accumulate vacation credits on basic (straight time) hours paid while at work and/or on leave with pay.
- F2.4 Each employee shall submit his/her preferred vacation dates to his/her supervisor for approval. When vacation requests conflict, total Corporate service shall be recognized as a factor but the more senior employee shall not automatically receive preferred vacation periods.
- F2.5 An employee shall not return to work during a scheduled vacation unless recalled or authorized by his/her supervisor.
- F2.6 Vacation shall not normally be accumulated from year to year, however, an employee may carry over up to 20 days of vacation. In such event, the employee must recognize that vacation scheduling with carryover balances will be subject to peak work load and peak vacation requirements.
- F2.7 If a Corporation Holiday falls within an employee's vacation period, an additional day with pay shall be added to the employee's vacation or be taken at some mutually convenient time.
- F2.8 When an employee's vacation includes one or more paydays, they may, on written request, receive their vacation pay on the payday immediately prior to their first day of vacation. Requests must be made at least 10 calendar days prior to the payday on which the vacation pay is to be received.

- F2.9 Employees have the option to cash out basic vacation credits up to twice per year and up to an annual maximum of 79.2 hours.
- F2.9.1 Written requests are to be forwarded to Payroll for processing.
- F2.9.2 For vacation cash-out requests, payment will occur on the earliest possible payday following the request.
- F2.9.3 The payment is based on the employee's prevailing rate of pay.
- F2.9.4 The payment will not be considered pensionable earnings.
- F2.10 An employee with 29 or more years of service will accumulate on straight time hours paid, up to 5 days long service recognition credits during each year of service. Employees will accrue 0.0224 hours of credit per hour paid, to a maximum of 39.6 hours (5 days). Once an employee has accumulated 1/2 day, credits may be utilized as time off with pay.
- F2.10.1 At the end of each vacation year, outstanding long service recognition credits in excess of 5 days will be carried over or banked. On request, an employee may have all outstanding long service recognition credits paid out.

Article 3 **SICK LEAVE**

- F3.1 Sick leave is provided to ensure an employee of a continuing income during periods of sickness.
- F3.2 Sick leave credits shall be accumulated when an employee is at work or on authorized leave with pay and not when an employee is absent on sick leave or on leave without pay.
- F3.3 An employee on authorized sick leave will be paid at their basic rate for basic hours until such time that sick leave credits are exhausted. Total sick leave credits are reduced by the amount of time the employee is away sick.
- F3.4 An employee is responsible for informing his/her supervisor or other designated responsible officer, as soon as practical, on the first day of absence indicating reason for and estimate of the duration of the absence.
- F3.5 An employee shall have the right to return to the position they held prior to going on sick leave at any time up to the date on which their accumulated sick leave credits are exhausted, provided they are determined to be fit for duty by Health & Disability Management.

F3.6 An employee shall accumulate sick leave credits as follows:

SICK LEAVE ACCRUALS
(in 25 pay periods)

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

F3.7 The maximum accumulation at any time shall not exceed 246 days.

F3.8 If an employee becomes ill or injured during a vacation and would have been unable to work for at least 5 calendar days, or if the employee is hospitalized during a vacation, the employee shall be allowed to utilize sick leave credits for the working days during which the employee would have been unable to work. The employee must provide the Corporation with written documentation, from a qualified medical practitioner, proving they would have been unable to work during this time because of a bona fide medical condition.

F3.9 Employees who have a work-related illness/injury that was accepted by the Workers Compensation Board and for which they are in receipt of compensation from the WCB, will not be entitled to use sick leave for that same illness/injury.

F3.10 Employees who are off work due to an injury sustained from a motor vehicle accident, cannot claim sick leave credits and receive Income Replacement payments from Manitoba Public Insurance Corporation for the same period of time. The employee will continue to receive sick pay in return for a commitment to remit all MPI Income Replacement payments to the Corporation.

F3.11 Employees will attempt to schedule non-emergency medical and dental appointments during their scheduled days off.

F3.12 Employees who maintain a sick leave credit balance of 246 days will earn 0.25 days of sick leave vesting credits per biweekly pay period to a maximum of 6.5 days per year and up to a maximum of 200 days.

Article 4 WELLNESS DAYS

F4.1 Employees will be eligible to use a maximum of 2 days of sick leave per fiscal year for Wellness purposes. A Wellness Day must be used as a full day. Employees will not be expected to provide an explanation as to why they are taking these days off or be required to submit documentation.

Article 5 **PERSONAL LEAVE**

- F5.1 The Corporation may grant reasonable leave of absence without pay for an employee for special reasons, upon receipt of written request submitted as soon as possible to their immediate supervisor, provided that such leave of absence causes no added expense to the Corporation.
- F5.2 An employee who is granted leave of absence without pay for a period of 30 calendar days or less shall return to the position which they held immediately prior to going on leave, except in the case where an employee requests Personal Leave for Family Responsibility reasons. In these cases, the maximum length of time the position will be held would be 6 months.
- F5.3 An employee may be granted Personal Leave without pay for personal reasons for a maximum period of 2 years.

F5.3.1 An employee must have continuous service exceeding 7 years duration to qualify for the maximum period.

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

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

Note: Round off to the nearest week.

F5.3.2 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.

Article 6 **ASSOCIATION BUSINESS**

- F6.1 Requests by the Association that an employee be granted leave of absence for the purpose of transacting Association business shall be given priority consideration and where such leave is granted, it shall be without pay (except as provided in Article A8) for such period of time as may, in the opinion of the Corporation, be considered reasonable and permissible under system operations.
- F6.1.1 Requests for leave of absence for the purpose of transacting Association business shall normally be submitted in writing at the earliest day possible in advance of the time leave is desired.
- F6.1.2 On request by the Association, the Corporation shall, during the period of leave of absence, continue to pay the employee as if they had remained at work, but will bill the Association for all salary and

benefits 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. A minimum one month period of notice prior to the implementation of any change in the billing rate will be provided to the Association.

Article 7 BEREAVEMENT & FUNERAL LEAVE

Bereavement Leave

F7.1 Leave will be granted as follows:

F7.1.1 In the event of the death of a spouse, child, mother, father, mother-in-law, or father-in-law, an employee shall be granted up to 5 days leave with pay.

F7.1.2 In the event of the death of a brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, or grandchild, an employee shall be granted up to 3 days leave with pay.

F7.1.3 An employee may be granted up to 3 days leave with pay in the event of the death of a relative, other than those named in F7.1.1 and F7.1.2, who has been permanently residing at the employee's household or with whom the employee has been permanently residing, for the previous 12 months. There will be no doubling up of bereavement leave under multiple articles.

F7.1.4 Under special circumstances the Corporation may approve additional leave with pay.

F7.1.5 In the event that circumstances occur as outlined in Articles F7.1.1 or F7.1.2 during an employee's vacation period, the employee shall be eligible to have the respective number of days charged to bereavement leave rather than vacation credits. The amount of leave allowed would be equivalent to the number of days that would have been granted had the employee been at work, provided the supervisor receives suitable notification of these circumstances.

Funeral Leave

F7.1.6 In the event of a death involving someone other than a designated family member (for example, an extended family member, co-worker or close friend), requests for paid leave to attend the funeral will not be unreasonably denied.

F7.1.7 An employee shall be granted up to a maximum of 1 day leave with pay for attending a funeral as a pallbearer or other funeral official.

Article 8 FAMILY RESPONSIBILITY LEAVE

F8.1 The Corporation acknowledges the need for employees to balance both their work and family responsibilities and will recognize such when granting time off work for family responsibility reasons. The Association acknowledges that employees should make every reasonable effort to have alternate arrangements in place to take care of family responsibilities.

Emergency Family Responsibility Leave

F8.2 Up to a maximum of 2 days leave with pay (per incident) may be granted to allow the employee to make arrangements to take care of the situation in the event of a sudden, serious or incapacitating illness or injury requiring immediate hospitalization and/or medical treatment involving a parent, spouse, or child of an employee, or in the case of unexpected notice from a day care facility or school that a child is ill and must be picked up. Where additional leave is required, vacation, banked overtime credits, or the days as provided in Article F8.3 may be used.

F8.2.1 Under special circumstances, the Corporation may approve leave as outlined in Article F8.2, in the case of mother-in-law, father-in-law, brother or sister.

Non-Emergency Family Responsibility Leave

F8.3 During each fiscal year an employee may take up to 6 days family responsibility leave with pay to cover:

- a) a day or part of a day for the illness and medical/dental appointments of a parent, spouse or child (other than described in Article F8.2).
- b) other situations which would reasonably be expected to be handled by an employee such as attending legal proceedings or lawyers' offices, attending counseling services or interventions for family members, assisting aging family members with relocation, or fulfilling religious or cultural obligations.
- c) a day for the birth of a child.

F8.3.1 Family responsibility leave will normally be charged to sick leave credits.

F8.3.2 Under extenuating circumstances, an employee may, with supervisory approval, work the time back instead of charging it to sick leave credits. This exchange will be on a time for time basis, and will normally be worked back within 30 calendar days.

- F8.3.3 If an employee is not able to work the time back by the end of the fiscal year or terminates employment or goes on personal leave of absence during the fiscal year, the time will be deducted from the employee's outstanding or accrued vacation credits or banked overtime credits.

Article 9 MATERNITY & PARENTAL LEAVE

Maternity Leave

Eligibility:

F 9.1 Leave of absence without pay shall be granted to a pregnant employee providing that:

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

F 9.1.1 An employee who does not submit a request for leave, is nevertheless entitled to, and upon application to the immediate supervisor, shall be granted, the leave to which they are entitled under Article F 9.2, F 9.3, and F 9.4 or such portion thereof as has not yet expired at the time the application was made.

Duration:

F 9.2 Maternity leave shall consist of up to 17 weeks.

F 9.2.1 The maternity leave may be taken in a period to begin no earlier than 17 weeks prior to the anticipated delivery date and to end no later than 17 weeks following the actual date of birth. In the event the actual date of delivery occurs after the date specified on the medical certificate, the maternity leave shall be extended by the period between the actual date of delivery and the anticipated date of delivery.

F 9.3 If the Corporation and the employee's doctor require an employee to begin maternity leave prior to or during the 17 weeks prior to the expected date of birth due to medical reasons, the employee may elect to utilize sick leave benefits up to the date of birth.

F 9.3.1 An employee who is not on maternity leave and delivers a stillborn child or who miscarries, shall have the following options:

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

F 9.4 Upon completion of maternity leave entitlement, the employee who wishes to resume her employment shall be reinstated by the Corporation to the position occupied by her at the commencement of maternity leave or in a comparable position with not less than the same wages and benefits.

F 9.4.1 The employee must advise the Corporation at least 4 weeks in advance of her intended return date.

F 9.4.2 The Corporation is not required to reinstate an employee who remains absent from work for a period longer than that specified in Articles F 9.2.1 and F 9.3, except as provided in Article F 9.8.

Maternity Leave Plans:

F 9.5 Employees who qualify for maternity leave may apply for such leave without pay in accordance the Maternity Leave Plans included in Appendix E.

Benefits and Service:

F 9.6 Employees who are on approved Maternity Leave shall have all benefits and service held in suspension during the period of approved leave. On return from leave, an employee will be credited with corporate service and seniority for the full duration of the leave, and up to a maximum of 17 weeks for the following specified service related benefits:

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

Parental Leave

Eligibility:

F 9.7 An employee will be eligible for parental leave provided that:

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

Duration:

F 9.8 Parental or Adoptive Leave shall consist of a period up to 63 continuous weeks in accordance with the following:

- a) Parental leave must commence within 78 weeks (18 months) of the child's birth date or the date the adoption becomes legal.
- b) A natural mother electing to take Parental Leave in addition to maternity leave as provided in Articles F 9.2 and F 9.3 will normally commence Parental Leave immediately on expiry of maternity leave. With Manitoba Hydro approval, the parental leave may be taken at a future date but must commence within 78 weeks (18 months) of the child's birth date.
- c) An employee who does not submit a request for leave in accordance with Article F 9.7 is nevertheless entitled to, and upon application to the immediate supervisor, shall be granted, the leave to which they are entitled under Article F 9.8 or such portion thereof as has not yet expired at the time the application was made.

F 9.9 Upon meeting the requirements and receiving the entitlements provided in Article F 9.8, the employee who wishes to resume employment following the leave of absence shall:

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

F 9.9.1 The Corporation is not required to reinstate an employee who remains absent from work for a period longer than specified in Article F 9.8.

Benefits and Service:

- F 9.10 Employees who are on approved Parental Leave shall have all benefits and service held in suspension during the period of approved leave. On return from leave, an employee will be credited with corporate service and seniority for the up to 63 weeks, and up to a maximum of 12 weeks of the following specified service related benefits:
- a) basic vacation credits;
 - b) northern vacation credits if the employee was accruing immediately prior to and immediately following the leave;
 - c) long service recognition vacation credits; and
 - d) severance pay credits.

Benefits and Service - Other

- F 9.11 Employees (except Casual Status employees) will accrue corporate service and specified service related benefits based on their normal basic working hours. Their normal basic working hours are those in effect at the time the employees commence maternity or parental leave.
- F 9.12 The accrual of corporate service and specified service related benefits for Casual Status employees will be proportionate to basic hours paid during the 12 consecutive months immediately prior to the leave in comparison to normal basic working hours. Where an employee has more than 7 but less than 12 consecutive months of service, accruals will be proportionate to basic hours paid in comparison to normal basic working hours, for the period of the employee's actual service.
- F9.13 Where employees make arrangements to pay their portion of contributory premiums for Group Life Insurance, the Corporation will continue to contribute its portion to the plan.
- F 9.14 An employee's seniority date will not be adjusted for periods of approved Maternity, Parental, or Adoptive Leave.
- F 9.15 Status employees and their eligible dependents will be covered by the dental services, extended health benefits and prescription drug plans as provided in Appendix D for the duration of their approved Maternity or Parental Leave.
- F 9.16 Status employees will be covered by the Corporation's long term disability income plan if they become disabled during their approved Maternity or Parental Leave. The plan will apply at the time the employee would otherwise have returned to work from the leave.

Article 10 **POLITICAL LEAVE**

F10.1 Political Leave is considered to be a leave of absence without pay and will be granted to employees who are seeking election to public office or who are elected to public office, subject to the following provisions:

F10.2 Employees who are seeking election to public office:

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

F10.3 Employees who are elected to public office:

- a) within 90 days of the release of official election results, must notify the Corporation of their intention to continue on Political Leave;
- b) will be allowed leave, the length of which would be equivalent to their term(s) in elected office;
- c) will not have their position or job held;

- d) will retain bidding rights on internal job postings for the length of the leave(s) on the provision that the employees must be available for work when required by the Corporation;
- e) will not accrue corporate service nor service related benefits for the duration of the leaves;
- f) will not be eligible to participate in the Group Life Insurance Plan;
- g) will not be eligible for the Benefit and Long Term Disability Plans.

F10.4 Employees, elected to public office, who request to return to work at the end of their Political Leaves:

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

Article 11 SELF-FUNDED LEAVE PLAN

- F11.1 Status employees (except term and casual status) will be eligible to participate in the Self-Funded Leave Plan in force in the Corporation.
- F11.2 Manitoba Hydro will pay the administration fee for the first year and will reassess at that time based on plan enrolment and costs.
- F11.3 The Plan will not be amended by the Corporation without prior discussion with the bargaining unit.

Section G – Health and Safety

Article 1 **HEALTH AND SAFETY**

- G1.1 It shall be the responsibility of all levels of Management including supervision to provide a safe working environment, proper and adequate tools, equipment, protective and safety devices for all employees.

Article 2 **BENEFIT PLANS**

- G2.1 All employees who have completed the probationary period, with the exception of students, will be enrolled in the Extended Health Benefits, Dental, Travel Coverage, Health Spending Account, and Prescription Drug Plans. The Corporation pays 100% of the costs for these Plans. For more information on the Health Plans, please refer to the corresponding Corporate Policy and Appendix G.

Article 3 **LONG TERM DISABILITY INCOME PLAN**

- G3.1 The Corporation shall continue to provide a Long Term Disability Income Plan for all status employees. The Plan may be amended from time to time; however, the Corporation agrees that benefits and conditions will be at least those in effect at date of signing. The Plan will be administered and funded by the Corporation. The details of the Plan will be provided to the Association.

Article 4 **SAFETY FOOTWEAR**

- G4.1 An employee who purchases approved safety footwear for use on the job shall be reimbursed by the Corporation:
- G4.1.1 85% of the purchase price up to a maximum of \$220 per vacation year.
 - G4.1.2 An employee will have the option of carrying over any unused balance from the previous year, combining 2 years allowance (or a portion thereof) to provide reimbursement of 85% of the purchase price. Maximum reimbursement with a carryover is \$440.
 - G4.1.3 To ensure that all employees have access to the proper protection they require in the workplace, purchases will be eligible for reimbursement as outlined above, as of the employee's date of hire.

Section H - Travel

Article 1 **TRAVELLING ALLOWANCES**

H1.1 An employee who is temporarily assigned to work outside their headquarters zone shall be provided with transportation to the work area and accommodation and/or meals as follows.

H1.1.1 At the time an employee is notified that they will be temporarily assigned outside of their headquarters zone which is more than 60 kilometres from the employee's normal headquarter zone, the employee shall advise their immediate supervisor or manager of their request to commute, provide their own accommodations or that Corporation accommodations be provided. Notwithstanding an employee's request to commute, the Corporation reserves the right to deny a request for operational or safety reasons. This arrangement will normally remain in place for the duration of the assignment.

H1.1.2 The Corporation reserves the right to determine the type of accommodation to be provided to the employee. Where the Corporation is not able to provide accommodation and/or meals, the employee shall be reimbursed for reasonable costs incurred in accordance with Corporate Policy P552 (Accommodations) and Article H3.3 (Meals).

H1.1.3 If the Corporation is not able to provide transportation, an employee may, with prior approval, use their own car in lieu of public transportation and be reimbursed at prevailing Corporate Policy rates on the most direct highway route.

H1.1.4 The maximum daily commuting shall be 250 kilometers round trip.

H1.1.5 Employees will not be reimbursed for meals when attending a meeting or event at another Manitoba Hydro facility within their headquarters zone, where cafeteria or lunchroom facilities are available. Employees with a Winnipeg headquarters zone will also not be reimbursed for meals when attending a meeting or event at 360 Portage Avenue.

H1.2 Notwithstanding Article H1.1.1 an employee who is temporarily assigned to work outside their headquarters zone and is staying in Corporation provided accommodations, other than employees on construction projects may, with prior approval, use their own vehicle to return to their place of residence on weekends or authorized periods and be reimbursed at prevailing Corporate Policy rates on the most direct road route between the work location and their actual destination and return, (not to exceed the distance to their principle

residence) providing the Corporation saves the costs of the accommodations and meals.

Article 2 TRAVELLING TIME

Travel from Assembly Point to the Job

- H2.1 Travelling time between an employee's assembly point to the job and return shall be compensated as follows:
- H2.1.1 Non-directed travel outside of normal working hours shall be paid at straight time.
 - H2.1.2 When an employee is directed to travel outside of normal working hours, travelling time shall be paid at double time.
- H2.2 Travelling time associated with an emergency call-out shall be considered as time worked and shall be compensated at the applicable overtime rate.

Travel Utilizing Public Transportation

- H2.3 Public transportation schedules requiring travelling time outside of normal working hours, shall be paid at straight time rates or the employee may be granted equivalent time off. Travel time will include a maximum of 90 minutes prior to the departure time including time spent in the departure terminal, and a maximum of 30 minutes on arrival at the destination including time spent in the terminal. It will be the responsibility of the employee to confirm the departure schedule prior to leaving for the departure terminal.
- H2.4 When public transportation is available during regular working hours and/or during the regular work week, employees will not normally be required to travel on their day(s) of rest. If employees are directed to travel on their day(s) of rest, travel time will be at 1 ½ times their basic rate of pay.

Article 3 HEADQUARTERS ZONES

- H3.1 Staff and supervisory employees will normally be assigned the same headquarters zone and in the same manner as the work force they supervise or with whom they are associated. It is expected that such an employee will reside within reasonable distance of their work location depending on the nature of his/her position.
- H3.2 An employee is normally expected to supply their own meals and accommodation when working within the boundaries of his/her headquarters zone.

- H3.3 An employee will be provided with meals and, if required, overnight accommodation when assigned to work outside their headquarters zone. In situations where the Corporation has not already provided meals, employees will normally be required to claim the applicable single meal or daily per diem rates outlined under Corporate Policy P552 as reimbursement for reasonable out of pocket expenses incurred while assigned to work outside of their headquarters zone.

Article 4 **SPECIAL RATES**

Dorsey/Riel Converter Stations

- H4.1 In recognition of the lack of housing available within a reasonable distance of the Dorsey Converter Station, and lack of public transportation to the Riel Converter Station, employees assigned a Dorsey/Riel headquarters zone will receive a special allowance of \$7.00 for each day they are required and report to work at either the Dorsey or Riel Converter Stations. This travel rate will not apply when Corporation transportation is available.

Employees who are not assigned a Dorsey/Riel headquarters zone but are temporarily required to work at the Riel Station will continue to receive a special allowance of \$5.50 for each day they are required and report to Riel Station, provided no Corporation transportation is available.

If Corporation transportation is not available, any additional travel beyond the original commute to/from either Converter Station will be reimbursed at the prevailing Corporate Policy rates as outlined in H1.1

Stonewall Training Centre

- H4.2 Employees assigned a Stonewall headquarters zone will receive a special allowance of \$7.00 for each day they are required and report to work at the Stonewall Training Centre. This travel rate will not apply when Corporation transportation is available.

Employees who are not assigned a Stonewall headquarters zone, but are temporarily required to work at the Training Centre will be reimbursed at the prevailing Corporate Policy rates as outlined in H1.1, provided no Corporation transportation is provided.

Article 5 **BUSINESS MEETINGS OR TRAINING SESSIONS**

- H5.1 When a business meeting or training session is held at an offsite location within an employee's HQZ and it spans the lunch hour, lunch will be provided or reasonable lunch expenses will be reimbursed.

Section I – Termination, Resignation, Retirement, Layoff, Workforce Adjustment

Article 1 **WORKFORCE ADJUSTMENT**

11.1 Manitoba Hydro, at its sole discretion, continuously adjusts its workforce in response to the changing business environment and changing customer expectations as it decides optimum core business functions, how work can best be accomplished and necessary staffing requirements.

Staff Displacement or Reductions

11.2 When staff displacement or reductions are deemed necessary by the Corporation as a result of business changes including, but not limited to, organizational, technological, and staff rationalization, the Corporation will notify the Association as soon as is reasonably practicable, or upon request, and will meet to provide further information about the changes and about the Corporation's plans going forward.

11.3 When determining how to handle each staff displacement or reduction, the Corporation shall be guided by the following principles:

- a) Treat employees with dignity and respect;
- b) Minimize the disruption and impact to all employees and to the Corporation;
- c) Prior to the effective date of any declared redundancy under Article I 1.5, consider re-training and/or alternate employment within the Corporation, where feasible;
- d) Take into account the following factors:
 - i) The employee's current position, job status, job location, and working conditions;
 - ii) The employee's length of service with the Corporation, skills, knowledge, abilities and qualifications, and career path;
 - iii) The employee's personal circumstances and wishes; and
 - iv) The availability of suitable alternate employment within the Corporation.

11.4 The Corporation cannot guarantee the continuation of a specific position or job.

Declaring Redundancies

11.5 When the Corporation has determined that there will be staff displacement or reductions, the Corporation will determine which positions it considers redundant. Upon declaring a position redundant, the employee holding the position will be notified in writing not less than 60 days prior to the date upon which the redundancy will take effect.

Re-training or Placement

11.6 The Corporation shall thereafter, as soon as is reasonably practicable but not less than 30 days prior to the redundancy taking effect, meet individually with the affected employees whose positions are declared redundant, together with the Association, to discuss the factors outlined in Article I 1.3 d) above. The Corporation shall subsequently advise the employee in writing, copied to the Association, whether re-training or placement is considered by the Corporation to be feasible for them. The employee shall then have 15 days to accept or reject the offer of re-training or placement, subject to Articles I 1.6.2 and I 1.6.3.

11.6.1 Re-training offered to an employee could include on-the-job training, academic requirements, or other training of generally less than one year's duration, and is intended to enable an employee to qualify, and be placed, in a known or anticipated vacancy.

11.6.2 When offering an employee placement in a different position, the Corporation will make reasonable efforts to offer a position in an equivalent pay grade and in the same headquarter zone. However, it is understood that employees may have to consider other available employment opportunities in the Association's jurisdiction, including those in a lower pay grade or in a different headquarter zone, in order to secure ongoing employment. Bargaining unit concurrence will be required to waive the posting of vacant staff status positions.

11.6.2.1 An employee who accepts a placement in a lower pay grade will be eligible for salary progression and general wage increases based on the former pay grade so long as the employee remains in the pay grade placed into.

11.6.3 Where an employee considers an offer of re-training and or placement to be unreasonable, the Corporation will meet with the Association to explore options including a separation package in accordance with Article I 1.7, displacement/bumping in accordance with Article I 1.8, or termination in accordance with Article I 2. Should the Association and employee disagree with the outcome, a grievance relating to the reasonableness of the Corporation's decision may be initiated pursuant to Article A 7.

Separation Package

- 11.7 If the Corporation has determined that re-training or placement is not reasonable or feasible, the employee shall be offered a separation package, in an amount equal to 3 weeks of pay for each complete year of Corporate Service up to a maximum of 52 weeks, and shall have 15 days to accept or reject it.
- 11.7.1 Employees who have been offered a separation package, and have accepted, must work until the date that the redundancy takes effect, unless otherwise agreed to by the Corporation.
- 11.7.2 Employees accepting the separation package must sign a General Release in favour of both Manitoba Hydro and its officers, directors and employees prior to release of any payment.
- 11.7.3 Upon request, the Corporation will make outplacement counseling services available to employees who are offered and accept a separation package. The cost of outplacement counseling shall be borne by the Corporation.
- 11.7.4 With the Corporation's approval, employees may be eligible to use vacation credits, sick leave vesting credits, severance credits, long service recognition credits, overtime credits or banked vacation credits as leave with pay beyond their redundancy date.

Displacement and Bumping

- 11.8 Should an employee choose not to accept the separation package offered to them under Article 11.7, the following displacement/bumping options may apply:
- 11.8.1 In consultation with the Association, the Corporation may initiate the displacement of employees who are the most junior in service in an equivalent or lower pay grade, having regard to the employees' skills, knowledge, abilities and qualifications.
- 11.8.2 Employees who are displaced will be afforded the same treatment applicable to employees whose positions have been declared redundant.
- 11.8.3 If the Corporation chooses not to initiate the displacement of an employee as set out in Article 11.8.1, the employee shall have 15 days to:
- a) accept the separation package previously offered and declined; or
 - b) request a leave of absence without pay for up to one year with the right to bid on all internal opportunities, in which case the employee's accumulated vacation, sick leave vesting credits,

banked overtime and severance plan credits (and any other outstanding credits) will be paid out.

If the employee does not choose either option, the provisions of Article I 2.1 shall apply.

Right to Grieve

- 11.9 An employee whose position has been declared redundant shall not have the right to grieve their position being declared redundant.

Article 2 TERMINATION OR RESIGNATION

- 12.1 Except in the case of discharge for cause, the Corporation shall give written notice as much in advance as is possible, but not less than 2 weeks, to any employee whose employment is to be terminated.
- 12.2 An employee who desires to resign, shall give written notice thereof to the Corporation as far in advance as possible, but not less than 2 weeks in advance of the date of termination.

Section J – Northern Benefits

Article 1 **NORTHERN TRAVEL TIME**

- J1.1 An employee in a work area north of the 53rd Parallel shall receive the same travel time as the work force supervised or with whom the employee is associated, with respect to Northern Transportation trips, Northern leave, annual vacation or sick leave.

Appendix A - Wage Rates and Settlement Pay

The classifications and rates of pay for work performed by employees shall be in accordance with the Classification Grade Table and Salary Schedule forming part of this agreement. If, by virtue of the coming into force of this agreement, the former rate of pay of a classification is reduced, employees in such a classification shall not have their rate of pay reduced so long as they remain in that classification.

Appendix "C" - Salary Schedule

Appendix "C" forms part of the general agreement between the Manitoba Hydro-Electric Board and the Association of Manitoba Hydro Staff and Supervisory Employees, effective January 1, 2021.

The wage rates shown in Appendix "C" shall apply from January 1, 2021 to December 31, 2025, and shall be paid to each employee of the Corporation who was in the employ of the Corporation on or after January 1, 2021.

Such settlement pay shall be an amount which is equal to the difference between the wages which an employee would have earned for all hours paid including overtime hours worked, shift premiums, standby and lead hand pay, from January 1, 2021 as if the wage rates set forth in Appendix "C" had been in effect on that date and the amount of wages which they did earn during the said period for hours paid.

Appendix B - Classification Grade Schedule

Classification	Pay Grade
Chemist I <i>(previously Chemist III)</i>	25
Chemist II <i>(previously Chemist IV)</i>	31
Commissioning Coordinator	31
Construction Supervisor I	25
Construction Supervisor II	31
Customer Service Centre Assistant Supervisor I <i>(previously Assistant District Supervisor I)</i>	25
Customer Service Centre Assistant Supervisor II <i>(previously Assistant District Supervisor II)</i>	31
Customer Service Centre Supervisor I <i>(previously District Supervisor I)</i>	31
Customer Service Centre Supervisor II <i>(previously District Supervisor II)</i>	32
Customer Service Centre Supervisor III <i>(previously District Supervisor III)</i>	33
Information Technology Officer I	31
Information Technology Officer II	32
Key Account Officer	32
Maintenance Supervisor I -Electrical/Mechanical	25
Maintenance Supervisor II -Electrical/Mechanical	31
Maintenance Supervisor III -Electrical/Mechanical	32
Plant Operating Supervisor I	31
Plant Operating Supervisor II	32
Project Leader I	32
Project Leader II	33
Project Officer I	25
Project Officer II	31
Safety Officer I	25
Safety Officer II	31

Classification	Pay Grade
Safety Officer III	32
Shift Charge Engineer	31
Staff Officer I	23
Staff Officer II	24
Staff Officer III	25
Staff Officer IV	31
Staff Officer V	32
Staff Officer VI	33
Supervisor I	23
Supervisor II	24
Supervisor III	25
Supervisor IV	31
Supervisor V	32
Supervisor VI	<u>33</u>
System Shift Supervisor - Generation/Network	31
Technical Officer I	25
Technical Officer II	31
Technical Officer III	32
Telecontrol Supervisor	31
Utility Supervisor I	23
Utility Supervisor II	24

Appendix C - Salary Schedule

A.M.H.S.S.E. Pay Grade Schedule Effective 2021 01 01 Hours of Work: 73.7

Pay Grade		Minimum	Maximum	Supervisory Maximum
34	Hourly	50.67	69.42	
34	Biweekly	3,734.66	5,116.51	
	Annually	97,101.16	133,029.26	
33	Hourly	46.50	63.71	65.31
33	Biweekly	3,427.37	4,695.60	4,812.99
	Annually	89,111.62	122,085.60	125,137.74
32	Hourly	42.86	59.18	60.66
32	Biweekly	3,159.03	4,361.43	4,470.47
	Annually	82,134.78	113,397.18	116,232.22
31	Hourly	39.35	54.30	55.66
31	Biweekly	2,900.18	4,001.84	4,101.89
	Annually	75,404.68	104,047.84	106,649.14
25	Hourly	35.57	49.23	50.46
25	Biweekly	2,621.31	3,628.52	3,719.23
	Annually	68,154.06	94,341.52	96,699.98
24	Hourly	32.63	45.14	46.27
24	Biweekly	2,404.54	3,327.14	3,410.32
	Annually	62,518.04	86,505.64	88,668.32
23	Hourly	29.94	41.41	42.45
23	Biweekly	2,206.68	3,052.15	3,128.45
	Annually	57,373.68	79,355.90	81,339.70

Appendix D - Health Plans

Health Plans - General

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

2. Eligibility:

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

Eligible dependent defined as follows:

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

child includes, in addition to natural children:

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

Exceptions:

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

Extended Health Benefits Plan

1. Ambulance Benefits

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

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

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

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

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

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

2. Hospital Benefits

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

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

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

Note: Annual maximums are effective for each calendar year.

<i>Eligible Health Care Service</i>	<i>Description of coverage</i>	<i>Max per person per year (unless noted otherwise)</i>
Accidental Dental Treatment	Required as a result of accidental injury where natural teeth have been damaged or broken or a dislocated jaw requires setting. Treatment must start within 90 days of the accident.	
Athletic Therapy	Services rendered by a Certified Athletic Therapist.	\$100
Breast Prosthesis and Surgical Bras	Upon the written prescription of a physician.	\$350

Cardiac Rehabilitation	For cardiac patients when prescribed by the attending physician after myocardial infarction, coronary bypass surgery, or valve replacement or for the management of angina pectoris or other diagnosed cardiac disease.	\$350
Chiropractic	Services rendered by a Chiropractor.	<u>\$500</u>
Clinical Psychology	Charges of a registered Clinical Psychologist.	\$350
Hearing Aids	Purchase or repair when prescribed by an Otologist or Audiologist. <i>(charges for regular maintenance, batteries or recharging devices are not eligible)</i>	\$1,000 during any 5 consecutive year period
Massage Therapy	Services rendered by a licensed Massage Therapist.	<u>\$500</u>
Nutrition Counseling	Services provided by a registered dietician when you are referred by a physician.	\$350
Orthotics	When prescribed by a physician, physiotherapist, or podiatrist.	\$350
Physiotherapy	Diagnosis and treatment by licensed Physiotherapist. <i>(excludes diagnostic x-rays and examinations)</i>	\$350
Podiatry	Diagnosis and treatment by licensed Podiatrist. <i>(excludes diagnostic x-rays and examinations)</i>	\$350
Private Duty Nursing	Services provided in a hospital by a professional nurse (not an employee of the hospital) when recommended by a physician. Charges for nursing visits in the home of the subscriber by a professional nurse (not a relative) during the 12 months following discharge from the hospital for services consistent with in-patient treatment.	\$3,000
Prosthetic Appliances and Remedial Equipment	When, as a result of illness or accidental injury, and when prescribed by a physician, occupational therapist, physiotherapist, or Athletic Therapist, charges are incurred for: - artificial limbs and eyes, splints, trusses, braces, lumbar-sacro supports, corsets, traction equipment, knee braces, cervical collars, surgical elastic stockings, crutches*, casts*, canes* (*do not require prescription from physician.)	
Orthopedic Shoes & Modifications to Orthopedic Shoes	Orthopedic shoes custom made form a mould, orthopedic shoe modifications or stock shoes which are modified to accommodate, relieve, or remedy a mechanical foot defect or abnormality (excludes orthotics or insoles, removable or permanently-affixed).	\$300
Rental or Purchase of Equipment	For rental or purchase costs of an iron lung, wheelchair, hospital-type bed or respirator, when prescribed by a physician.	Lifetime max \$1,000/item
	Rental or purchase of other prescribed medical equipment.	Lifetime max \$250/person
Travel Protection <i>(separate from Travel Health Insurance)</i>	Medical, surgical, and hospital service charges resulting from an emergency illness or injury when you are travelling outside Manitoba. Claims are paid in Canadian dollars at the exchange rate in effect when the claim was incurred.	\$2,500
Wigs or Hairpieces	When necessitated by illness or accidental injury, and upon the written prescription of a physician.	Lifetime max \$1,000/person

Vision Care Benefit

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

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

The vision care benefit does not cover the following:

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

Prescription Drug Plan

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

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

Effective April 1, 2021, the dispensing fee cap increased to \$10.80. The dispensing fee cap will be increased every two years from that date to reflect the average increase (if any) to dispensing fees charged in Manitoba, based on actual claims experience of Hydro employees. This cap does not apply to "compound prescriptions".

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

The parties will review the impact of a change in the amount of the deductible in provincial Pharmacare design if the change results in an increased cost to the Corporation for prescription drugs of 5% or more. The purpose of this review is to mitigate the impact of the Pharmacare change on the Corporation. If a mutually

agreeable resolution is not reached within 45 days of the change, the issue will be referred to an independent third party for resolution.

Dental Plan

Coverage is as follows – subject to plan restrictions:

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

- The maximum coverage for all dental claims in a calendar year is \$1750/person (including orthodontics).
- When both spouses are employed by Manitoba Hydro, or if an employee and the employee's spouse are provided with similar dental benefits under any other dental plan, payment of benefits shall be coordinated and/or reduced to the extent that total benefits payable do not exceed 100% of the actual incurred expenses.
- Pre-treatment authorization is required if treatment will cost more than \$500.00 and in all cases of orthodontic services.
- Termination or suspension of coverage:
 - as outlined in Corporate Policy P521, or
 - in the case of orthodontic coverage, when a dependent child attains 19 years of age.

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

Coverage is reinstated upon return from leave, if previously eligible as outlined in Corporate Policy P521.

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

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

- Oral examinations, cleaning of teeth, fluoride treatments and bite-wing x-rays: twice in any calendar year, but not more than once in any 5 month period.
- Full-mouth series of x-rays: once every 24 months.
- Extractions and alveolectomy (bone work) at time of tooth extraction.
- Dental surgery.
- General anesthesia and diagnostic x-ray and laboratory procedures required for dental surgery.
- Amalgam, silicate, acrylic and composite fillings.
- Necessary treatment for relief of dental pain.
- Cost of medication and injections given in the dentist's office.
- Space maintainers for missing primary teeth and habit-breaking appliances.
- Consultations required by the attending dentist.
- Surgical removal of tumors, cysts, neoplasms.
- Incision and drainage of abscess.
- Endodontics (root canal therapy).
- Periodontal treatment (gum and tissue treatment).
- Relines, rebases and repairs to existing dentures.

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

- Provision of crowns and inlays (once per tooth every 5 calendar years).
- Provision of an initial prosthodontic appliance (e.g. fixed bridge restoration, removable partial or complete dentures).
- Replacement of an existing prosthodontic appliance if:
 - it is over 5 years old and cannot be repaired; or
 - it is a temporary one installed after the employee first became covered by the plan (in this instance the replacement is considered a permanent one); or

- it is required due to the installation of an initial opposing denture after the date the employee became covered by the plan; or
 - it is required as the result of accidental injury after the employee became covered by the plan; or
 - the extraction of additional teeth, after coverage has begun, requires a new appliance. If the existing appliance can be made serviceable, only the expense for the portion required to replace the teeth extracted is covered.
- Procedures involving the use of gold, only if such treatment could not have been carried out with the use of a reasonable substitute consistent with generally-accepted dental practice. Where the use of gold is optional, the covered expense will be that of the customary substitute.

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

Orthodontic treatment including braces and corrective devices.

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

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

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

Travel Health Insurance Coverage

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

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

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

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

- medical treatment, or
- educational purposes

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

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

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

Health Spending Account

1. Health Spending Account

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

- The Health Spending Account will be credited with \$750 per calendar year.
- Eligible expenses include professional medical services, dental services, prescription drugs, eye glasses, etc., that are allowable under the Income Tax Act but are not covered by any other plan.

- Employees and their dependents will not be eligible for reimbursement if expenses are recoverable from another source (e.g., Extended Health Care plan, Dental plan, Pharmacare, provincial health insurance plan, or any other medical plan). The dollars in the Health Spending Account must be used in the calendar year in which they are allocated. There will be no carryover of the account balance into the next calendar year.
- Upon submission of a claim, employees will be reimbursed for expenses incurred in the calendar year. If the Health Spending Account balance for the current calendar year has been used up, and an employee has outstanding eligible expenses, these expenses may be carried forward to the next calendar year for reimbursement.

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

- The Retiree health Spending Account (RHSA) will be credited with \$823.42 per year for AMHSSE members who retire on or after January 1, 2022. The RHSA will be indexed by 2.5% on January 1 of each year.

Benefit Credit Purchase

- All employees (except term employees) working at least 50% of full time hours are eligible to participate in the Benefit Credits Program.
- Employees will receive 5 days of benefit credits which may then be allocated to the employee's Health Spending Account or to vacation credits, or a combination of the two.

Employees who elect to allocate all benefit credits to vacation will accrue vacation based on F2.3 of the collective agreement. This vacation must be used as specified in #6 below.

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

- Employees must enroll during a time period (enrolment window) specified and announced on an annual basis.

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

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

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

VACATION ACCRUALS
(in 24 pay periods)

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

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

Appendix E - Maternity Leave

Employees who qualify for maternity leave under the provisions of Article F 9.1 may apply for such leave without pay in accordance with Plan A or Plan B but not both.

Employees will be eligible for specified service related benefits and Corporate Service in accordance with Article F 9.6.

MATERNITY LEAVE - PLAN A

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

MATERNITY LEAVE – PLAN B

1. Employees, with the exception of Casual Status employees, will be entitled to the following allowances:
 - a) 98.8% of employee's basic earnings for the first week, followed by;
 - b) payments equivalent to the difference between 98.8% of employee's basic earnings and E.I. benefits for a maximum of 15 additional weeks.
2. Casual Status employees will be entitled to the payments as provided in Plan B above, proportionate to basic hours paid during the 12 consecutive months immediately preceding the maternity leave in comparison to the normal annual basic working hours. Where an employee has more than 7 but less than 12 consecutive months of service, accruals will be proportionate to basic hours paid in comparison to normal basic working hours, for the period of the employee's actual service.
3. An employee must provide the Corporation with proof that she has applied for E.I. benefits and is receiving such benefits or is serving the 1 week E.I. waiting period.

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

Appendix F - Supervisor's Differential

Supervisor's Differential is intended to recognize that supervisors should be compensated at a higher rate than their subordinates.

Eligibility

The supervisor must be responsible for leading one or more subordinates in the course of their duties (having "Chief" status for the purpose of processing workflows only does not qualify.)

The supervisor must be fully qualified.

Fully qualified for this application only, includes: "those who meet all the minimum requirements of the job as well as those who do not meet the educational component but are enrolled and actively undertaking the required education/training to become fully qualified."

The differential would be removed if the employee was no longer actively undertaking courses toward meeting the requirements of the job.

The supervisor will not be eligible if the subordinate is in receipt of a *special salary treatment* (i.e. an increment for "duties of a higher classification" or a protected salary on the grounds of compassionate or medical accommodation).

Salary Administration

When a subordinate employee is reporting to a supervisor on a temporary basis (e.g. through temporary appointment, temporary job bid, temporary project structure, etc.) for 3 months or more, the supervisor's differential will be established for the period the employee temporarily reports to the supervisor and it will not establish a new permanent basic salary.

In the event a non-temporary subordinate transfers or terminates, thereby removing the requirement for the supervisor differential, the supervisor's salary will be treated as follows:

If the supervisor's salary does not exceed the maximum of the pay grade:

- The adjustment becomes part of the supervisor's base salary on a permanent basis.

If, however, the adjustment has caused the salary to go over the maximum of the pay grade, the salary will be reduced if:

- The supervisor moves to a new position, or

- The supervisor was in receipt of the supervisor differential for less than 12 months.

It is recognized that there may be unique scenarios that do not fit within these guidelines. When these scenarios arise, they will be discussed between the corporation and AMHSSE to determine appropriate treatment.

Appendix G - Letters of Understanding/Memorandum of Agreement

LETTERS OF UNDERSTANDING

1/2021-25	Hours of Work and Percentage Add-on - Gillam Supervisory Staff
2/2021-25	Eight-Six (8-6) Work Cycle, and Percentage Add-On - Grand Rapids Generating Station
3/2021-25	Jenpeg Generating Station Work Schedule
4/2021-25	Eight-Six (8-6) Work Cycle, and Percentage Add-On - Kelsey/Churchill River Diversion (CRD)/Laurie River/Wuskwatim Generation Stations – Fly-in Operation
5/2021-25	Modified Work Schedule - Winnipeg River, Brandon and Dorsey
6/2021-25	Hours of Work and Percentage Add-On - <u>Supervisory Staff North of the 53rd</u>
7/2021-25	Modified Work Schedule – The Pas Apparatus Maintenance
8/20121-25	Northern Leave and Banked Overtime For Employees in the Engineering Services Division Temporarily Assigned to Work on Northern Projects
9/2021-25	Rest Time
10/2021-25	Pointe du Bois Headquarters Zone Travel Rate
11/2021-25	Keewatinohk Construction Project
12/2021-25	Supervisor Salary Treatment



LETTER OF UNDERSTANDING #1/2021-25
Between
MANITOBA HYDRO
and
THE ASSOCIATION OF MANITOBA HYDRO STAFF AND
SUPERVISORY EMPLOYEES

RE: HOURS OF WORK AND PERCENTAGE ADD-ON
GILLAM SUPERVISORY STAFF

This letter will confirm the agreement reached between Manitoba Hydro and the Association of Manitoba Hydro Staff and Supervisory Employees with respect to the hours of work for salaried employees in Gillam.

The parties agree to the following:

1. The basic daily hours of work for Gillam employees will be 7 hours and 21 minutes (7.35 hours).
2. The biweekly pay period will consist of 10 regularly scheduled working days, Monday to Friday inclusive, with the exception of pay periods in which a Corporation Holiday occurs. The average biweekly hours will be 73.7 hours.
3. Paid absences such as vacation and sick leave will be charged on the basis of 7.35 hours per day.
4. Overtime will apply after 7 hours and 21 minutes per day, and employees will work 1.5 hours guaranteed overtime per day, resulting in total daily hours of 8 hours and 51 minutes (8.85 hours).
5. The provisions of Article D1 (Overtime) of the collective agreement will not apply. Employees will receive a 45% add-on calculated on the employee's basic rate of pay for all overtime hours worked, which includes on average, 6 hours biweekly of unscheduled overtime.
6. The percentage add-on will normally continue to be paid during vacation, sick leave and leave of absence with pay.
7. The percentage add-on will not be paid when an employee is on banked vacation leave, or when sick leave exceeds 30 days.
8. Any staff directed to work on a Corporation Holiday will be eligible to receive pay in accordance with Article F1.8, or at their request, staff may bank the time at premium rates.

Any employees not requiring the entire unscheduled overtime component of the 45% add-on will have their add-on reduced to 40%. Such employees will be notified at least 60 days in advance of any reduction.

All AMHSSE employees covered by this letter will have the opportunity to opt out of the percentage add-on plan once each year, during the month of March.

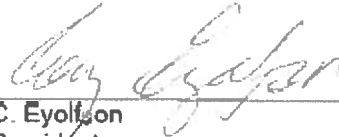
The Division Manager will assess extraordinary circumstances and authorize additional compensation should it be warranted.

These provisions will be in force unless cancelled by either party with the serving of 30 days notice.

Agreed this 15 day of July, 2022.



M. Levitt
Manager
LR & HR Services Department



C. Eyolfson
President
AMHSSE



LETTER OF UNDERSTANDING #2/2021-25
Between
MANITOBA HYDRO
and
THE ASSOCIATION OF MANITOBA HYDRO STAFF AND
SUPERVISORY EMPLOYEES

RE: EIGHT-SIX (8-6) WORK CYCLE AND PERCENTAGE ADD-ON
GRAND RAPIDS GENERATING STATION

This letter will confirm the agreement reached between Manitoba Hydro and the Association of Manitoba Hydro Staff and Supervisory Employees with respect to the conditions of the Grand Rapids Generating Station modified work schedule and overtime.

The following conditions will apply to accommodate the 8-6 work cycle:

Article C2 - Hours of Work

The modified (8-6) work schedule will normally be worked by Grand Rapids Generating staff, except shift employees and present incumbent staff working the 9-day work cycle. Employees who have or will establish a principal residence at the Grand Rapids or Easterville communities will have the option to work the normal 9-day work cycle or to work the modified work schedule, subject to operational feasibility.

1. Grand Rapids Generating Station staff who do not work the modified work schedule will work the 9-day work cycle under the provisions of Article C2. Staff who work the 9-day work cycle will normally work 9 hours per day. Overtime pay will apply to all hours worked in excess of the normal basic hours of work.
2. The normal biweekly work period will consist of 8 working days and 6 consecutive days off and will be referred to as the 8-6 work cycle.
3. The normal work day for Grand Rapids Generating Station staff working the modified 8-6 work schedule will be 9 hours and 50 minutes (9.84 hours) between 07:00 and 18:00 with overtime rates applying after 8 hours and 50 minutes (8.84 hours) at basic rates.
4. The 8-6 work cycle will be an averaging plan and there will be no reconciliation of time worked versus time paid for. Employees will receive a biweekly salary based on 73.7 hours per pay period.

5. The start and end days for each biweekly tour of duty for individual employees will be determined by the Corporation to maximize operational work requirements, however, each employee's 6 days off will include a weekend.
6. Employees will require management approval to move from one work schedule to another.

Article D1 – Overtime

The provisions of Article D1 (Overtime) of the collective agreement will not apply. The following overtime provisions will apply, and will remain in force unless cancelled by either party with the serving of 30 days notice:

1. Employees will receive a 27% add-on calculated on the employee's basic rate of pay for all overtime hours worked, which includes, on average, 3 hours biweekly unscheduled overtime.
2. The percentage add-on will normally continue to be paid during vacation, sick leave and leave of absence with pay.
3. The percentage add-on will not be paid when an employee is on banked vacation leave, or when sick leave exceeds 30 days.
4. Any staff directed to work on a Corporation Holiday will be eligible to receive pay in accordance with Article F1.8, or at their request, staff may bank the time at premium rates.
5. Any employee consistently not requiring the entire unscheduled overtime component of the 27% add-on, will have their add-on reduced to 22%. Such employees will be notified at least 60 days in advance of any reduction.
6. All AMHSSE employees covered by this letter will have the opportunity to opt out of the percentage add-on plan once each year, during the month of March.
7. AMHSSE staff working the nine day work cycle in Grand Rapids are not affected by this Letter of Agreement and will continue to be covered by the provisions of Article D1 (Overtime) for any overtime requirements.
8. The Division Manager will assess extraordinary circumstances and authorize additional compensation should it be warranted.

Article E2 – Appointments and Promotions

1. When selecting a suitable applicant to fill a vacant position, the Corporation shall recognize as the primary criteria; qualifications and performance. Corporate service and the following criteria will also be recognized in the selection process:
 - Qualified local Indigenous and Non-Indigenous candidates and/or northern residents who currently have, or formerly had, a principal residence in the Grand Rapids or Easterville communities, and who are willing to maintain or re-establish a principal residence in those communities.

Article F1 - Corporation Holidays

1. Corporation Holidays will be observed on the actual day of the holiday and not on the day designated by the Corporation if that day is different than the actual holiday.
2. Employees on site will normally be scheduled to work on Corporation holidays during their 8 day tour of duty in which 8 hours and 50 minutes (8.84 hours) at basic rate will apply for eligible employees in addition to double time for actual hours worked. There will be no option of a day off in lieu of, however, with approval of their Supervisory Officer, an employee may be granted the day off at site on the Corporation Holiday which occurs during their 8 day tour of duty.

Article F2 – Vacations

1. Employees will accumulate normal vacation credits based on hours worked, as per Article F2.3.
2. Utilization of vacation credits will be on the basis of a day-for-a-day (7.92 hours per day to a maximum of 8 days per biweekly pay period) with biweekly pay remaining constant (73.7 hours biweekly at basic rates on pay).

Article F3 - Sick Leave

1. Employees will accumulate normal sick leave credits based on hours worked, as per Article F3.6.
2. Utilization of sick leave credits will be on the basis of a day-for-a-day (7.92 hours per day), with the exception of an employee who is absent from work due to bona fide illness for the entire tour of duty in which case he/she will be charged with 8 days of sick leave on the basis of 8 hours and 50 minutes (8.84 hours) per day.

Article F4 - Leave of Absence

1. An employee who works the 8-6 work cycle will not be eligible for northern leave while working at Grand Rapids.
2. Leave without pay will be on a day-for-a-day basis (7.92 hours per day) with the exception of employees who are on leave without pay for an entire tour of duty, in which case they will be charged for 8 days leave on the basis of 8 hours and 50 minutes (8.84 hours) per day at basic rates of pay.
3. Bereavement and Family Responsibility Leave will be on a day-for-a-day basis 7 hours and 55 minutes (7.92 hours) at basic rates of pay.

Article H1 - Traveling Allowances

1. Employees with a principal residence located 60 kilometres or more from the Grand Rapids Generating Station will be provided with free room and board while working at during their tour of duty.
2. Employees will be responsible for their own transportation to and from work for each tour of duty.
3. Employees required to report to work outside of normal working hours including on days off, will be provided with transportation or reimbursement for the use of their personal vehicle from their principal residence if they incur an additional trip(s) or transportation expenses for travel to and from Grand Rapids.
4. Eligible employees who elect to establish a principal residence at Grand Rapids will be provided with corporate accommodations at Grand Rapids, if available, and will be charged for such at prevailing corporate rates.

Article H2 - Traveling Time

1. Employees will be required to travel on their own time between their residence and Grand Rapids for each tour of duty.
2. Employees required to travel to and from Grand Rapids outside of normal working hours on normal scheduled days off because of a work requirement will be paid at basic rate of pay for actual travel time incurred up to a maximum of 9 hours per day.

Article H3 - Headquarters Zone

1. Employees will have their place of principal residence designated as their headquarters zone.

Northern Allowance

1. Employees who reside north of the 53rd Parallel and have their place of principal residence designated as their headquarters zone will be paid applicable northern allowance rates and be eligible for other northern benefits applicable to their headquarter zone location.
2. Grand Rapids employees whose principle residence is south of the 53rd parallel will accrue northern service vacation benefits and be eligible for northern vacation travel time in accordance with Article J1.1 based on a non-isolated and non-remote location. They will also be eligible for northern vacation travel time if they have approved vacation time off to be taken during a tour of duty and as a result make a trip in or out of Grand Rapids during a scheduled shift.

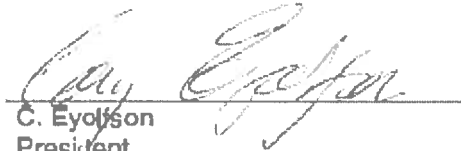
Miscellaneous Conditions

1. An employee requiring hospitalization or urgent medical treatment during their tour of duty will be provided with transportation, where possible, to the hospital or treatment centre closest to their home location. Where this is not possible, in the event of hospitalization, under extenuating and serious circumstances, the employee's spouse and children may be provided with transportation to the location where the employee is hospitalized. Each case will be assessed on an individual basis.

Agreed this 15 day of July, 2022.



M. Levitt
Manager
LR & HR Services Department



C. Eyolfson
President
AMHSSE



LETTER OF UNDERSTANDING #3/2021-25
Between
MANITOBA HYDRO
and
THE ASSOCIATION OF MANITOBA HYDRO STAFF
AND SUPERVISORY EMPLOYEES

RE: JENPEG GENERATING STATION WORK SCHEDULE

This work schedule is being introduced for a 24 month trial period. Upon expiry of the trial period, the parties will jointly review the work schedule with the view of reaching agreement on whether to continue with the 4-3 schedule or return to the eight-six (8-6) work cycle. At that time, all staff will assume the agreed-upon schedule.

The following conditions will apply to staff assigned to the Jenpeg Generating Station:

A. HOURS OF WORK

1. The provisions of the 9 day work cycle will not apply.
2. Approximately 84 hours will be worked during each bi-weekly work cycle.
 - i. Tuesday thru Thursday workdays shall be 11 hrs and 5 minutes with Friday's workday being 8 hours and 45 minutes. All workdays begin at 0700.
 - ii. Mondays shall normally be days off.
3. First and last days of the scheduled rotation will include travel time during normal working hours as per the table below:

Headquarters Zone	Max travel hours one way
Cross Lake	1 hour
Norway House	1.5 hours
Wabowden	1.75 hours
All remaining Northern HQ's	2 hours in, 3 hours out
South/Northern Fly-In	2 hours in, 3 hours out

Examples:

- Employee A lives in Thompson. Employee will leave Jenpeg at 1320 on the last day worked.
- Employee A lives in The Pas. Employee arrives at Jenpeg at 0900.
- Employee B lives in Norway House. Employee will report to work at 0830 on the first day of work.

4. AMHSSE will be required to work every fifth weekend followed by six consecutive days off. The hours are as per table below:

	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues
Regular hrs (straight time)	11.09 hrs	11.09 hrs	11.09 hrs	10.75 hrs	10.75 hrs	10.75 hrs	9.75 hrs	8.75 hrs (incl. travel per A3)

- 11.09 hrs = 11 hrs 5 min
- 10.75 hrs = 10 hrs 45 min
- 9.75 hrs = 9 hrs 45 min
- 8.75 hrs = 8 hrs 45 min

B. CORPORATION HOLIDAYS

1. Corporate Holiday pay will be on the basis of 8 hrs 45 mins (8.75 hrs) at basic rates for full time employees.
2. Employees will be scheduled to work on Corporation Holidays during their scheduled rotation. Corporation Holidays will be observed on the actual day of the holiday and not on the day designated by the Corporation if that day is different than the actual holiday. When working on a Corporation Holiday, employees will be compensated 8 hrs 45 min (8.75 hrs) at basic rate in addition to double time for actual hours worked.
 - i. There will not be a day off in lieu, however, with approval from the supervisor, an employee may be granted the day off at basic rate of pay at site on the Corporation Holiday which occurs during their schedule.
 - ii. Employees who are on Standby on a Corporation Holiday will receive the Corporation Holiday Standby Rate referenced in Section D, Article 2.1.2, but will not be eligible for the additional day off with pay.

C. HEADQUARTERS ZONES AND TRANSPORTATION

Headquarters zones and transportation entitlements will be based on the location of an employee's principal residence:

1. Employees with a principal residence south of the 53rd Parallel will be assigned a South/Northern Fly-In headquarters zone. Employees will be responsible for their own transportation to and from Winnipeg and will be provided with round-trip transportation (normally air) from Winnipeg to Jenpeg and return as scheduled by the corporation, for each scheduled rotation.
2. Employees with a principal residence north of the 53rd parallel will have their place of residence designated as their headquarters zone and will be

compensated for their transportation expenses as follows:

- i. Actual public transportation costs from place of residence to Jenpeg and return per scheduled rotation.

OR

The Northern Unassigned Vehicle rate in lieu of public transportation from place of residence to Jenpeg and return per scheduled rotation.

In either case maximum reimbursement will not exceed the kilometer distance from Thompson to Jenpeg (208 km) and return.

- ii. Employees residing at Cross Lake, who choose to commute on a daily basis, will be eligible for mileage at the Weekend Transportation and Daily Commuting Rate and will be provided lunch at the Jenpeg staff house. In periods of inclement weather, rooms will be made available for those employees who choose the commuting option. An employee will be given the opportunity to choose commuting or free room and board at the beginning of each fiscal year.
3. With the exception of employees choosing to commute daily from Cross Lake, employees assigned to Jenpeg will be provided with free room and board while working at Jenpeg.

D. AIR TRANSPORTATION

1. Employees who are unable to make their scheduled flight are responsible for advising their Supervisor or other appropriate official as early as possible but normally no later than midnight the previous day.
2. Where an employee has a legitimate and justifiable reason for missing a scheduled flight from Winnipeg to Jenpeg, the Corporation will arrange for alternate transportation at a suitable time. Alternate employment will be provided to maintain basic pay.
3. If an employee is unable to make a scheduled flight from Winnipeg to Jenpeg due to their own misadventure they will be responsible for their own transportation expenses to Jenpeg and must report for their regular scheduled rotation within a reasonable period of time. An employee will be required to use vacation, banked overtime or other appropriate accrued credits in order to maintain basic pay.
4. Jenpeg employees required to report to work outside of normal working hours including on days off, will be provided with transportation or reimbursement for the use of their personal vehicle from their principal residence if they incur an additional trip(s) or transportation expenses on travel to and from Jenpeg.

E. LEAVES

1. When employees utilize vacation, sick leave, bereavement, family responsibility, and any other leave, they shall claim the vacation and leave at the rate of 8 hrs 45 min (8.75 hrs) per day at basic rate.
 - i. Employees who are active at Jenpeg as of the signing of this agreement will claim vacation and sick leave on the following basis for the duration of the trial period:
 - Vacation will continue to be claimed at a rate of 7 hrs 55 min (7.92 hrs) per day at basic rate.
 - Sick leave utilized on a day-to-day basis will be claimed at the rate of 7 hrs 55 min (7.92 hrs) per day at basic rate.
 - Sick leave utilized for a complete scheduled rotation will be claimed as 4 (or 8) days of sick leave at the rate of 8 hrs 45 min (8.75 hrs) per day at basic rate.
2. Employees working at Jenpeg will not be eligible for northern leave.

F. APPOINTMENTS AND PROMOTIONS

1. When selecting a suitable applicant to fill a vacant position, the Corporation shall recognize as the primary criteria; qualifications and performance. Corporate service and the following criteria will also be recognized in the selection process:
2. Qualified local Indigenous and Non-Indigenous candidates and/or northern residents who currently have a northern residence and who are willing to maintain a principal residence north of the 53rd parallel.

G. MISCELLANEOUS CONDITIONS

1. A limited number of parking stalls at or near the airplane departure area in Winnipeg will be provided for the use of Jenpeg staff eligible for fly-in transportation.
2. Manitoba Hydro will reimburse employees for lost or damaged personal property resulting from an airplane accident if not covered by an individual's personal property insurance.
3. Employees requiring hospitalization or urgent medical treatment during their scheduled rotation will be provided with transportation, where possible, to the hospital or treatment centre closest to their home location. Where this is not possible, in the event of hospitalization, under

extenuating and serious circumstances, the employee's spouse and children may be provided with transportation to the location where the employee is hospitalized. Each case will be assessed on an individual basis.

4. Employees will normally be provided with a private single room and private bathroom.
5. Employees active at Jenpeg as of the signing of this agreement will continue to receive the \$6.25 for each day of work at Jenpeg for the duration of the trial period.

H. OVERTIME

The provisions of Article D1 (Overtime) of the collective agreement will not apply. The following overtime provisions will apply, and will remain in force unless cancelled by either party with the serving of 30 days notice:

1. Employees will receive a 40% add-on calculated on the employee's basic rate of pay for all overtime hours worked, which includes, on average, 3 hours biweekly of unscheduled overtime.
2. The percentage add-on will normally continue to be paid during vacation, sick leave and leave of absence with pay.
3. The percentage add-on will not be paid when an employee is on banked vacation leave, or when sick leave exceeds 30 days.
4. Any staff directed to work on a Corporation Holiday will be eligible to receive pay in accordance with Article F1.8, or at their request, staff may bank the time at premium rates.
5. Any employees not requiring the entire unscheduled overtime component of the 40% add-on will have their add-on reduced to 35%. Such employees will be notified at least 60 days in advance of any reduction.
6. All AMHSSE employees covered by this letter will have the opportunity to opt out of the percentage add-on once each year, during the month of March.
7. The Division Manager will assess extraordinary circumstances and authorize additional compensation should it be warranted.

Agreed this 15 day of July, 2022.



M. Levitt
Manager
LR & HR Services Department



C. Eyolfson
President
AMHSSE

INTENT: This LOU is designed to re-define the Jenpeg work schedule and its attendant details to accommodate changing operational requirements. This new schedule is for 24 months from the time of its original signing August 23, 2016 in order to assess its viability. This LOU will not reduce the number of hours employees have been working prior to its implementation. It establishes increased travel allowance provisions for some HQZ, and provides opportunity for southern employees to fly-in subject to space availability on aircraft. All new hires will follow the 4-3 schedule.



LETTER OF UNDERSTANDING #4/2021-25
Between
MANITOBA HYDRO
and
THE ASSOCIATION OF MANITOBA HYDRO STAFF
AND SUPERVISORY EMPLOYEES

RE: EIGHT-SIX (8-6) WORK CYCLE, AND PERCENTAGE ADD-ON
KELSEY/CHURCHILL RIVER DIVERSION (CRD)/LAURIE RIVER/WUSKWATIM
GENERATION STATIONS – FLY-IN OPERATION

This letter will confirm the agreement reached between Manitoba Hydro and the Association of Manitoba Hydro Staff and Supervisory Employees for biweekly employees in Generation North, who are excluded from the 9 day work cycle and who are currently working the Kelsey/CRD/Laurie River/Wuskwatim Generating Stations Fly-In Operation and 8-6 work cycle.

Where conditions warrant, hours of work may have to be modified in recognition of different hours of work applying to the subordinate work force. Changes to the following, whether proposed by supervisory staff, or necessitated by the subordinate work force being on a different work schedule and/or working under different conditions will be reviewed with the Association.

The following conditions will apply to accommodate the fly-in operation and 8-6 work cycle:

Article C2 - Hours of Work

1. The provisions of Article C2 – Hours of Work, will not apply.
2. The normal biweekly work period will consist of 8 working days and 6 consecutive days off and will be referred to as the eight-six (8-6) work cycle.
3. The normal work day will be 8 hours and 50 minutes (8.84 hours) between 07:00 and 17:00.
4. The 8-6 work cycle will be an averaging plan and there will be no reconciliation of time worked versus time paid for. Employees will receive a biweekly salary based on 73.7 hours per pay period.
5. Travel time on tour of duty changes will normally take place during the 07:00 to 17:00 hours period on the first and last regular days of work respectively.

6. A minimum of approximately 85 hours will be worked during each biweekly work cycle. This will normally consist of seven 10 hour and 50 minute work days (10.84 hours) and one 8 hour and 50 minute (8.84 hours) work day (the last work day of each cycle) with overtime rates applying after 8 hours and 50 minutes (8.84 hours) worked per day.

Article D1 – Overtime

The provisions of Article D1 (Overtime) of the collective agreement will not apply. The following overtime provisions will apply, and will remain in force unless cancelled by either party with the serving of 30 days notice:

Percentage Add-On in Lieu of Overtime

1. Employees will receive a 40% add-on calculated on the employee's basic rate of pay for all overtime hours worked, which includes, on average, 3 hours biweekly of unscheduled overtime.
2. The percentage add-on will normally continue to be paid during vacation, sick leave and leave of absence with pay.
3. The percentage add-on will not be paid when an employee is on banked vacation leave, or when sick leave exceeds 30 days.
4. Any staff directed to work on a Corporation Holiday will be eligible to receive pay in accordance with Article F1.8, or at their request, staff may bank the time at premium rates.
5. Any employees not requiring the entire unscheduled overtime component of the 40% add-on will have their add-on reduced to 35%. Such employees will be notified at least 60 days in advance of any reduction.
6. All AMHSSE employees covered by this letter will have the opportunity to opt out of the percentage add-on plan once each year, during the month of March.
7. The Division Manager will assess extraordinary circumstances and authorize additional compensation should it be warranted.

Article F1 - Corporation Holidays

1. Corporation Holidays will be observed on the actual day of the holiday and not on the day designated by the Corporation if that day is different than the actual holiday.
2. Employees on site will normally be scheduled to work on Corporation holidays during their 8 day tour of duty in which 8 hours and 50 minutes (8.84 hours) at basic rate will apply for eligible employees in addition to double time for actual hours worked. There will be no option of a day off in lieu of, however, with approval of their Supervisor, an employee may be granted the day off at site on the Corporation Holiday which occurs during their 8 day tour of duty.

Article F2 – Vacations

1. Employees will accumulate normal vacation credits based on hours worked, as per Article F2.3.
2. Utilization of vacation credits will be on the basis of a day-for-a-day at 7.92 hours per day to a maximum of 8 days per biweekly pay period.

Article F3 - Sick Leave

1. Employees will accumulate normal sick leave credits based on hours worked, as per Article F3.6.
2. Utilization of sick leave credits will be on the basis of a day-for-a-day (7.92 hours per day), with the exception of an employee who is absent from work due to bona fide illness for the entire tour of duty in which case he/she will be charged with 8 days of sick leave on the basis of 8 hours and 50 minutes (8.84 hours) per day.

Article F4 - Leave Of Absence

1. An employee who works the 8-6 work cycle will not be eligible for rollover leave while working at Kelsey/CRD/Laurie River/Wuskwatim.
2. Leave without pay will be on a day-for-a-day basis (7.92 hours per day) with the exception of employees who are on leave without pay for an entire tour of duty, in which case they will be charged for 8 days leave on the basis of 8 hours and 50 minutes (8.84 hours) per day at basic rates of pay.
3. Bereavement and Family Responsibility Leave will be on a day-for-a-day basis (7 hours and 55 minutes (7.92 hours)) at basic rates of pay.

Article H1 - Travelling Allowances

1. Employees will be provided with free room and board while working at Kelsey, Wuskwatim, Notigi, Missi Falls or Laurie River.
2. Employees will be responsible for their own transportation to Thompson and return for each tour of duty. Employees assigned to Kelsey or Laurie River will be provided with transportation (normally air) as scheduled by the Corporation from Thompson to Kelsey or Laurie River and return. Other employees temporarily assigned to Kelsey or Laurie River will be provided with transportation from Kelsey or Laurie River to their headquarters zone for each tour of duty.
3. Employees assigned to Notigi or Missi Falls will be provided with return transportation from Thompson.
4. Employees required to report to work outside of normal working hours including on days off, will be provided with transportation or reimbursement for the use of their personal vehicle from their principal residence if they incur an additional trip(s) or transportation expenses for travel to and from Thompson.
5. Employees who reside north of the 53rd Parallel and have a northern headquarters zone will be eligible for northern transportation trips as provided for in the corporate policy.
6. If an employee is unable to meet a scheduled flight from Thompson to Kelsey/Laurie River due to their own misadventure, they will be responsible for their own transportation expenses to the location and must report for their regular tour of duty within a reasonable period of time.
7. If an employee is unable to meet a scheduled flight from Thompson to Kelsey/Laurie River with a reason acceptable to the Corporation, the Corporation will arrange for alternate transportation at a suitable time.
8. It is the responsibility of the employee to advise their Supervisor or other appropriate official as early as possible but normally no later than midnight the previous day, if they are unable to meet a scheduled flight.

Article H2 - Travelling Time

1. Employees will be required to travel on their own time between their residence and Thompson for each tour of duty.
2. Employees required to travel to and from Thompson outside of normal working hours on normal scheduled days off because of a work requirement will be paid at basic rate of pay for actual travel time incurred up to a maximum of 9 hours per day.

Article H3 - Headquarters Zone

1. Employees will have their place of principal residence designated as their headquarters zone.

Northern Allowance

1. Employees who reside north of the 53rd Parallel and have their place of principal residence designated as their headquarters zone will be paid applicable northern allowance rates and be eligible for other northern benefits applicable to their headquarter zone location.
2. Kelsey/CRD/Laurie River/Wuskwatim employees whose principle residence is south of the 53rd parallel will accrue northern service vacation benefits and be eligible for northern vacation travel time in accordance with Article J1.1 based on Thompson, if they have approved vacation time off (minimum of 4 days vacation credits) to be taken during the middle of a tour of duty at Kelsey.

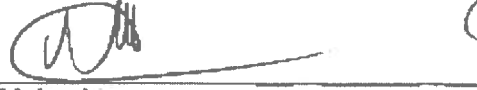
Location Allowance

1. Regular operating and maintenance staff assigned to the Kelsey/CRD/Laurie River/Wuskwatim operations and working the eight-six (8-6) work cycle will receive an allowance of \$6.25 for each day of work at Kelsey or Laurie River.

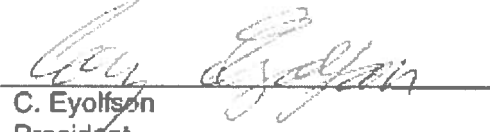
Miscellaneous Conditions

1. Manitoba Hydro will reimburse employees for lost or damaged personal property resulting from an airplane accident if not covered by an individual's personal property insurance.
2. An employee requiring hospitalization or urgent medical treatment during their tour of duty will be provided with transportation, where possible, to the hospital or treatment centre closest to their home location. Where this is not possible, in the event of hospitalization, under extenuating and serious circumstances, the employee's spouse and children may be provided with transportation to the location where the employee is hospitalized. Each case will be assessed on an individual basis.
3. Employees will normally be provided with a private single room and private bathroom.

Agreed this 15 day of July, 2022.



M. Levitt
Manager
LR & HR Services Department



C. Eyolfson
President
AMHSSE



LETTER OF UNDERSTANDING #5/2021-25
Between
MANITOBA HYDRO
and
THE ASSOCIATION OF MANITOBA HYDRO STAFF
AND SUPERVISORY EMPLOYEES

RE: MODIFIED WORK SCHEDULE
WINNIPEG RIVER, BRANDON & DORSEY

This letter will confirm the agreement reached between Manitoba Hydro and the Association of Manitoba Hydro Staff and Supervisory Employees with respect to modified work schedule at the Winnipeg River, Brandon, and the Dorsey Converter Station.

The parties agree to the following:

1. The work day shall be 8 hours and 45 minutes (8.75 hours) at straight time. The work day may be established between the hours of 07:00 and 18:00 as designated or approved by the Plant Manager.
2. The work periods are to be year round and to normally consist of 4 working days per week. Three-day work weeks will not normally be scheduled.
3. Two days will normally be scheduled as banked days off to maintain a 4-day work week except when there is a Corporation Holiday.
4. Overtime will commence after the work day of 8 hours and 45 minutes.
5. Utilization of vacation credits will be on the basis of 8 hours and 45 minutes per day at basic rate.
6. On transfer from one location to another, an employee will work the scheduled work period in effect at the new location. The 8 day work period is an averaging plan and there will be no reconciling of time in these instances.
7. An employee supplied with public transportation shall receive up to a maximum 8 hours and 45 minutes for travelling time in a 24 hour period.
8. If there is undue hardship to either party, these provisions may be discontinued by providing 30 calendar days written notice to the other party.

Agreed this 15 day of July, 2022.



M. Levitt
Manager
LR & HR Services Department



C. Eyolfson
President
AMHSSE



LETTER OF UNDERSTANDING #6/2021-25
Between
MANITOBA HYDRO
and
THE ASSOCIATION OF MANITOBA HYDRO STAFF AND
SUPERVISORY EMPLOYEES

**RE: HOURS OF WORK AND PERCENTAGE ADD-ON
SUPERVISORY STAFF NORTH OF THE 53RD PARALLEL**

This letter will confirm the agreement reached between Manitoba Hydro and the Association of Manitoba Hydro Staff and Supervisory Employees with respect to the hours of work for salaried employees in work locations north of the 53rd parallel.

The parties agree to the following:

1. The terms of this LOU will apply to the following work locations:

<u>Churchill</u>	<u>Grand Rapids*</u>	<u>The Pas</u>
<u>Cross Lake</u>	<u>Lynn Lake</u>	<u>Thompson</u>
<u>Flin Flon</u>	<u>Norway House</u>	
<u>Garden Hill</u>	<u>Snow Lake</u>	
<u>Gods Lake Narrows</u>	<u>South Indian Lake</u>	

*Excluding Generation Operations & Maintenance staff in Grand Rapids – LOU#2/2021/2025

2. The basic daily hours of work for Thompson employees will be 7 hours and 55 minutes (7.92 hours).
3. The biweekly pay period will continue to consist of 9 regularly scheduled working days.
4. Paid absences such as vacation and sick leave will be charged on the basis of 7.92 hours per day.
5. An additional 1 hour will be added to the normal work day, resulting in total daily hours of 8 hours and 55 minutes (8.92 hours). This will not be treated as normal overtime. Compensation will come in the form of a 21% add-on calculated on the employee's basic rate of pay.
6. Should additional overtime be required in accordance with Article D1, this will commence after the 8.92 hours have been worked.
7. The percentage add-on will normally continue to be paid during vacation, sick leave and leave of absence with pay.

8. The percentage add-on will not be paid when an employee is on banked vacation leave, or when sick leave exceeds 30 days.
9. Any staff directed to work on a Corporation Holiday will be eligible to receive pay in accordance with Article F1.8, or at their request, staff may bank the time at premium rates.
10. Corporation Holiday pay will be on the basis of 7.92 hours per day.

These provisions will be in force unless cancelled by either party with the serving of 30 days notice.

Agreed this 15 day of July, 2022.



M. Levitt
Manager
LR & HR Services Department



C. Eyolfson
President
AMHSSE




LETTER OF UNDERSTANDING #7/2021-25
Between
MANITOBA HYDRO
and
THE ASSOCIATION OF MANITOBA HYDRO STAFF AND
SUPERVISORY EMPLOYEES

RE: MODIFIED WORK SCHEDULE - THE PAS APPARATUS MAINTENANCE

This letter will confirm the agreement between Manitoba Hydro and the Association of Manitoba Hydro Staff and Supervisory Employees with respect to the establishment of a modified work schedule for the Apparatus Maintenance staff at The Pas. The intent of this agreement is to ensure the safe, reliable operation of our facilities and provide extended hours of operation by providing staff coverage on a Monday-Friday basis.

1. The modified work week will cover Apparatus Maintenance staff at The Pas.
2. The work day shall be 8 hours and 45 minutes (8.75 hours) at straight time. The work day may be established between the hours of 07:00 and 18:00 as designated or approved by the Department Manager.
3. The Fridays or Mondays in each biweekly work period shall normally be days off except when there is a Corporation Holiday. Work schedules will be approved by the Department Manager and will ensure appropriate staff coverage on a Monday to Friday basis. Three-day work weeks will not normally be scheduled.
4. Overtime will commence after the work day of 8 hours and 45 minutes. The provisions of Article D1 will apply.
5. Utilization of vacation credits will be on the basis of 8 hours and 45 minutes per day at basic rate.
6. Time off with pay on sick leave, family responsibility leave and bereavement leave will be paid at the rate of 8 hours and 45 minutes per scheduled work day.
7. On transfer from one location to another, an employee will work the scheduled work period in effect at the new location. The modified work schedule is an averaging plan and there will be no reconciling of time in these instances. Employees will receive a biweekly salary based on 73.7 hours per pay period.
8. If there is undue hardship to either party, these provisions may be discontinued by providing 30 calendar days written notice to the other party.

Agreed this 15 day of July, 2022.



M. Levitt
Manager
LR & HR Services Department



C. Eyolfson
President
AMHSSE



LETTER OF UNDERSTANDING #8/2021-25

Between

MANITOBA HYDRO

and

**THE ASSOCIATION OF MANITOBA HYDRO STAFF
AND SUPERVISORY EMPLOYEES**

**RE: NORTHERN LEAVE AND BANKED OVERTIME
FOR EMPLOYEES IN THE ENGINEERING SERVICES DIVISION
TEMPORARILY ASSIGNED TO WORK ON NORTHERN PROJECTS**

This letter will confirm the understanding reached between Manitoba Hydro and the Association of Manitoba Hydro Staff and Supervisory Employees with respect to the Northern Leave provisions for employees in the Engineering Services Division who are temporarily assigned to work on Northern Projects,

An employee from the Engineering Services Division, who is assigned to work on a northern project and is not in receipt of Northern Allowance, shall be granted a minimum of 2 working days or up to a maximum of 1 work week leave without pay for the purpose of returning to the employee's residence or other point in Manitoba once every 21 calendar days during the assignment (as long as the total northern assignment is expected to extend beyond 75 calendar days). For the purpose of scheduling, this leave will be granted not more than 10 days prior to or following the completion of 21 days at the work site. Leave will be granted upon written request to the employee's supervisor. Once the leave has been granted an employee may elect to use banked overtime or vacation credits in lieu of leave without pay for his/her northern leave.

Further to the above, the parties agree that employees in the Engineering Services Division who are assigned to work on northern projects and who use banked overtime credits while on northern leave shall be eligible to replenish their overtime bank to 80 hours. Employees who have banked and utilized their credits prior to transferring to a location where they are entitled to northern leave shall be eligible to replenish their overtime bank to 80 hours when they transfer to such a location for use during northern leaves.

Agreed this 15 day of July, 2022.


M. Levitt
Manager
LR & HR Services Department


C. Eyolfson
President
AMHSSE



LETTER OF UNDERSTANDING #9/2021-25
Between
MANITOBA HYDRO
and
THE ASSOCIATION OF MANITOBA HYDRO STAFF
AND SUPERVISORY EMPLOYEES

RE: REST TIME

This letter will confirm the agreement between Manitoba Hydro and the Association of Manitoba Hydro Staff and Supervisory Employees with respect to rest time. The intent of this agreement is to provide AMHSSE members the same rest time provisions as the employees they supervise.

1. The first priority is to provide employees rest time but where this is not possible in an emergency, the major consideration shall be employee's safety. Employees are required to take their rest time entitlement unless advised by their Manager to report to work.

Sixteen Hours of Work in a 24-Hour Time Period

2. Employees who work 16 hours in any 24 hour period will be granted 8 consecutive hours of off duty time. If any portion of the 8 consecutive hours of off duty time overlaps their normal working hours, there will be no loss of regular pay.

If it is necessary for employees to work without 8 consecutive hours of off duty time after 16 hours of work in any 24 hour period, such work shall be paid at the equivalent of triple time until 8 consecutive hours of off duty time is provided.

Employees will make reasonable efforts to inform their supervisor or manager when they are approaching 16 hours in a 24-hour period, to discuss rest time and return to work considerations, as well as allow the supervisor or manager to make alternate arrangements and provide updates to customers. Safety of employees and the public should always be the major consideration.

Overtime Within Eight (8) Hours of Normal Working Hours


3. Employees who, because of overtime have not had 8 hours rest in the 8 hour period prior to their normal working hours, shall be granted either time off without loss of pay equivalent to their normal work day minus the actual rest time or, if advised to report to work shall be paid at 3 times their basic rate for the amount of time that the rest period overlaps their normal working hours, after which they shall revert to their basic rate of pay.

4. Employees required to continue working on a normal day of rest, including a Corporation Holiday, without 8 hours rest in the 8 hour period prior to what would be their normal starting time, will be paid at twice the basic rate of pay plus straight time for all hours which overlap what would be his/her normal working hours minus the actual rest time and then revert to twice the basic rate of pay.
5. Rest time provisions will not apply in the following situations:
 - i. When an employee reports to work within 1 hour of their normal starting time.
 - ii. When employees are notified prior to the end of their normal working day that they will be required to report to work during the 2 hour period immediately prior to their normal starting time on a normal working day.
 - iii. When employees are notified a minimum of 24 hours prior to the end of their last normal working day prior to a day(s) of rest that they will be required to report to work on a normal day of rest during the 2 hour period immediately prior to what would be their normal starting time on a normal working day.
 - iv. When an employee on scheduled standby duty is called into work during the 2 hour period immediately prior to their normal starting time reports to work within 2 hours of their normal starting time on a normal working day.
 - v. When employees work 8 or less hours on a normal day of rest.

Agreed this 15 day of July, 2022.



M. Levitt
Manager
LR & HR Services Department



C. Eyolfson
President
AMHSSE



LETTER OF UNDERSTANDING #10/2021-25
Between
MANITOBA HYDRO
and
THE ASSOCIATION OF MANITOBA HYDRO STAFF
AND SUPERVISORY EMPLOYEES

RE: POINTE DU BOIS HEADQUARTERS ZONE TRAVEL RATE

This letter will confirm the understanding reached between Manitoba Hydro and the Association of Manitoba Hydro Staff and Supervisory Employees with respect to the Pointe du Bois Generating Station headquarters zone.

In recognition of the lack of housing available within a reasonable distance of the Pointe du Bois Generating Station, employees assigned a Pointe du Bois headquarters zone will receive a special travel rate of \$10.00 for each day they are required and report for work. This travel rate will not apply when Corporation transportation is available, or when corporate accommodations are provided.

Agreed this 15 day of July, 2022.

M. Levitt
Manager
LR & HR Services Department

C. Eyolfson
President
AMHSSE



LETTER OF UNDERSTANDING #11/2021-25
Between
MANITOBA HYDRO
and
THE ASSOCIATION OF MANITOBA HYDRO STAFF
AND SUPERVISORY EMPLOYEES

RE: KEEWATINOHK CONSTRUCTION PROJECT

This letter will confirm the understanding reached between Manitoba Hydro and The Association of Manitoba Hydro Staff and Supervisory Employees with respect to employees who are temporarily assigned to work on the Keewatinohk Construction Project.

An employee who is assigned to work on the Keewatinohk Construction Project and is not in receipt of Northern Allowance, shall be granted a minimum of 2 working days or up to a maximum of 1 work week leave without pay once every 14 calendar days during the assignment (as long as the total assignment is expected to extend beyond 75 calendar days). For the purpose of scheduling, this leave will be granted not more than 7 days prior to or following the completion of 14 days at the work site. Leave will be granted upon written request to the employee's supervisor. Once the leave has been granted an employee may elect to use banked overtime or vacation credits in lieu of leave without pay for his/her leave. Transportation expenses related to these approved leaves will be reimbursed up to the transportation costs to Winnipeg or the employee's principle residence, whichever is lesser.

Further to the above, the parties agree that employees assigned to work on the Keewatinohk Construction Project who use banked overtime credits while on leave shall be eligible to replenish their overtime bank to 80 hours while working on the project.

Agreed this 15 day of July, 2022.

M. Levitt
Manager
LR & HR Services Department

C. Eyolfson
President
AMHSSE



LETTER OF UNDERSTANDING #12/2021-25
Between
MANITOBA HYDRO
and
THE ASSOCIATION OF MANITOBA HYDRO STAFF
AND SUPERVISORY EMPLOYEES

RE: SUPERVISOR SALARY TREATMENT

This letter will confirm the agreement reached between Manitoba Hydro and the Association of Manitoba Hydro Staff and Supervisory Employees with respect to supervisor salary treatment.

The parties agree to the following collective agreement changes:

1. Supervisor's Differential

- The provisions of Article B3.1 (Supervisor's Differential) of the collective agreement will be amended to reflect an increase in the Supervisor Differential from 5% to 10%, effective January 1, 2014.

2. Supervisor Classifications

- Appendix B (Classification Grade Schedule) will be amended in accordance with Attachment A, to reflect the removal of individual supervisor classifications and the creation of generic "Trades Supervisor" classifications.

"Trades Supervisor" classifications will encompass those supervisors who directly supervise trades as defined and recognized by Manitoba Hydro.

3. Supervisor's Maximum

- The provisions of Article B4 (Supervisor's Maximum) of the collective agreement will be amended to reflect the addition of the Trades Supervisor Maximum, effective September 12, 2013 as follows.

B4.1 In accordance with normal salary administration practices, eligible employees will be allowed to progress up to 2.5% beyond the maximum of their pay grade maximum.

Eligible employees are those in positions where "supervision" (responsibility for completion of performance appraisals, development planning and necessary discipline of 3 or more direct reports) is a significant responsibility.

B4.1.2 Trades Supervisors will be eligible to progress up to 5.5% beyond the maximum of their pay grade maximum.

B4.2 Eligibility for the supervisor maximums will be assessed, and application will occur, in June of each year.

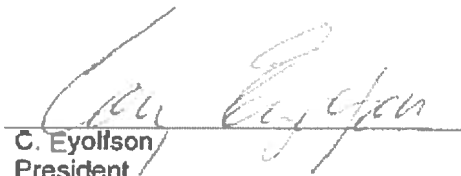
B4.2 Employees deemed eligible for either supervisor maximum who have progressed beyond their pay grade maximum will maintain their salary as long as they remain in a position which meets the criteria. Should these employees successfully bid into a temporary or permanent bulletined position that is of an equal or lower pay grade and does not meet the criteria, employees will be reduced to the maximum of the new position. In the case of Corporate initiated transfers, employees will maintain their supervisor maximum.

B4.3 Should affected employees be promoted to a higher level position, they will be afforded normal promotional salary treatment above their current salary including their supervisor maximum.

Agreed this 15 day of July, 2022.



M. Levitt
Manager
LR & HR Services Department



C. Eyolfson
President
AMHSSE

ATTACHMENT A
Classification Grade Schedule

Classification	Pay Grade
Chemist I <i>(previously Chemist III)</i>	25
Chemist II <i>(previously Chemist IV)</i>	31
Commissioning Coordinator	31
Information Technology Officer I	31
Information Technology Officer II	32
Key Account Officer	32
Project Leader I	32
Project Leader II	33
Project Officer I	25
Project Officer II	31
Safety Officer I	25
Safety Officer II	31
Safety Officer III	32
Shift Charge Engineer *	31
Staff Officer I	23
Staff Officer II	24
Staff Officer III	25
Staff Officer IV	31
Staff Officer V	32
Staff Officer VI	33
Supervisor I <i>(Including former Utility Supv I)</i>	23
Supervisor II <i>(Including former Utility Supv II)</i>	24
Supervisor III	25
Supervisor IV	31
Supervisor V	32
Technical Officer I	25
Technical Officer II	31
Technical Officer III	32
Trades Supervisor I <i>(Formerly: Const. Supv I, CSCAS I, Mtc Supv I)</i>	25
Trades Supervisor II <i>(Formerly: Const. Supv II, CSCAS II, CSCS I, Mtc Supv II, Plant Op Supv I, Sys Shift Supv, Telecontrol Supv)</i>	31
Trades Supervisor III <i>(Formerly: CSCS II, Mtc Supv III, Plant Op Supv II)</i>	32
Trades Supervisor IV <i>(Formerly: CSCS III)</i>	33

* eligible for pay grade 31 Trades Supervisor Maximum.



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

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

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

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

They include:

1. Pension

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

2. Long Term Disability:

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

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

3. Life Insurance:

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

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

4. Severance Pay:

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

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

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

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

Agreed to this date:

May 10, 2010



B. Evans
Employee Relations
Manitoba Hydro



S. Boyd
President
CEP Local 681



M. Hadder
President
CUPE, Local 998



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



G. Kirk
President
AMHSSE

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