

Section A - Framework

ARTICLE 1 SCOPE AND BARGAINING AGENT

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

ARTICLE 2 CORPORATION RIGHTS

- A 2.1 Nothing in this agreement is intended nor shall it be construed as denying or in any manner limiting the right of the Corporation to control and supervise all operations and direct all working forces, including the right to determine the employee's ability, skill, competence, and other qualifications for the job, and to hire, discharge, lay off, suspend, discipline, promote, demote or transfer, and to control and regulate the use of all equipment and property and promote efficiency in all operations, provided however, that in the exercise of the foregoing Management rights, the Corporation shall not contravene the provisions of this agreement.
- A 2.2 In carrying out their responsibility to administer this Collective Agreement, the employer and the Union agree to act reasonably, fairly, in good faith and in a manner consistent with the Collective Agreement as a whole.

ARTICLE 3 DURATION, RENEWAL OR REVISION OF AGREEMENT

- A 3.1 This agreement shall become effective from and including the 19th day of November, 2009, except as otherwise expressly provided, and shall continue in force and in effect up to and including the 31st day of December, 2012, and thereafter from year to year, as hereinafter provided unless renewed or terminated.
- A 3.2 If either party to this agreement desires to renew or revise this agreement, then not less than 90 calendar days nor more than 120 calendar days prior to the 31st day of December, 2012, such party shall give written notice to the other party of intent or desire.
- A 3.3 Following receipt of the written notice referred to in Article A 3.2 requesting a renewal or revision of the agreement, the parties shall exchange particulars related thereto not later than 60 calendar days prior to the expiry date of the Agreement and be prepared to commence negotiations not later than 50 calendar days prior to the expiry date of the Agreement.
- A 3.3.1 Only those matters referred to in the said particulars shall be discussed at such negotiations unless otherwise mutually agreed upon.

- A 3.4 The President of the Union, with prior approval from the Executive of the Union, and the Manager, Employee Relations Department of the Corporation, acting jointly, may from time to time by Letters of Understanding in writing signed by them, amend or interpret the provisions of this agreement and the parties shall be bound by any such amendment or interpretation.
- A 3.4.1 During the period required to negotiate a renewal or revision of this agreement, this agreement and current Letters of Understanding shall remain in full force and in effect without change.
- A 3.4.2 Upon coming into force of this agreement, any other agreement or existing Letters of Understanding, which are not renewed, shall be terminated.
- A 3.5 No part of a renewed or revised agreement shall have a retroactive effect unless specifically so provided.
- A 3.6 Should any law now existing or hereafter enacted, or any proclamation, regulation, or edict invalidate any portion of this agreement, the entire agreement shall not be invalidated thereby and either party hereto may reopen negotiations on the invalidated portion by giving notice to the other party.
- A 3.6.1 Following receipt of the written notice and particulars of the invalidated portion of the agreement, the receiving party shall be prepared to commence negotiations within 30 calendar days of receipt of said notice and particulars.

ARTICLE 4 MEMBERSHIP DUES

- A 4.1 Commencing on the first payday following the execution of this agreement, and on each payday thereafter, the Corporation shall deduct from the wages of each employee covered by this agreement, beginning with the second pay period following commencement of employment and for each pay period thereafter, an amount equal to the regular biweekly Union membership dues established from time to time by the Union and shall pay said amount to the Union on behalf of the employee. The Corporation shall remit this amount to the Union on the Friday following payday. Follow-up adjustments will be made if required.
- A 4.2 The Union shall indemnify and save harmless the Corporation from and against any losses, damages, costs or expenses suffered or sustained by the Corporation as a result of any such deduction or deductions from the wages of an employee unless such losses, damages, costs or expenses were suffered or sustained as a result of the negligence of the Corporation.

ARTICLE 5 NOTICES

- A 5.1 Every notice, which may be required to be given or served pursuant to this agreement, shall be in writing, dated and signed by the party giving the notice.
- A 5.2 Notice to the Corporation may be given or served by personal service on an officer of the Corporation or by sending the notice by registered mail, addressed to the Manager, Employee Relations Department, Human Resources Division of the Corporation, Post Office Box 815, Winnipeg, Manitoba R3C 2P4, or to such other office or to such other address as the Corporation may by notice in writing to the Union designate.
- A 5.3 Notice to the Union may be given or served by personal service on the President of the Union or by sending the notice by registered mail, addressed to Canadian Union of Public Employees, Local 998 office, or such address as the Union may by notice in writing designate.

ARTICLE 6 RIGHT OF THE CORPORATION TO INFORM EMPLOYEES

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

ARTICLE 7 GRIEVANCE AND ARBITRATION

Grievance

- A 7.1 If a grievance arises, there shall be no suspension of work and an earnest effort shall be made by both parties to resolve the grievance without undue delay.
- A 7.2 The Union may elect or appoint a steward from each of the various departments who shall be known as an "area steward" and who shall be authorized to act on grievances with the Corporation.
- A 7.3 Whenever possible a grievance shall be handled by the area steward. The area steward may obtain assistance from the Grievance Committee.

- A 7.4 The Union shall keep the Corporation informed of the names of the area stewards and the members of the Grievance Committee.
- A 7.5 No employees shall be members of the Grievance Committee during the settlement of their own personal grievance. However, employees shall have the right to attend any joint meeting or hearing pertinent to their grievance.
- A 7.6 The Corporation shall keep the Union informed as to the names of personnel designated from time to time to act on its behalf in respect to grievances.
- A 7.7 A grievance shall be presented in writing with a copy forwarded to the Employee Relations Department, within 30 working days of the date the grievance was first known to have occurred. However, a grievance resulting from a suspension or discharge must be submitted through Article A 7.9 Step Two of the Grievance Procedure within 10 working days of the suspension or discharge.
- A 7.8 A permanent transfer will not be made while a grievance is in process and in any case during the first 14 calendar days following issue of notification to the unsuccessful applicant. The Corporation will allow 14 calendar days or up to 30 working days for an employee on vacation, from the date of notification for an unsuccessful applicant who alleges an inappropriate selection has been made, to lodge a grievance at Step Two of the Grievance Procedure.

A 7.9 GRIEVANCE PROCEDURE

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

Step Two If settlement is not reached in Step One, the Union Grievance Committee will further review the circumstances of the case and if it considers the grievance still valid, it shall, within 5 working days, appeal in writing the decision in step one. The Corporation will decide whether the appropriate Division Manager or Vice-President will hear the grievance. The meeting shall be held within 5 working days following receipt of the completed grievance form and the Division Manager's or Vice President's decision shall be given not later than 5 working days following the meeting.

Step Three If settlement is not reached in Step Two, and Step Two was heard by the Vice President, the Union Grievance Committee may refer the grievance to arbitration in accordance with Section II - Arbitration.

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

A 7.10 If the Grievance Committee and the Corporation settle a grievance, which involved the discharge or suspension of an employee, and agree that the employee was unjustly discharged or suspended, the employee shall be reinstated without loss of pay or any other benefits under the terms of this agreement, retroactive to the time of discharge or suspension, provided the employee affected can prove he or she was willing and able to carry on working throughout the period for which the discharge or suspension was in force.

A 7.11 Either the Union or the Corporation shall have the right to initiate a grievance of an alleged violation of a general nature resulting from the application of the terms of this agreement. The article alleged to have been violated must be identified at the time the grievance is submitted.

Such grievances initiated by the Union shall be made to the Manager of Employee Relations Department and such grievances initiated by the Corporation shall be made to the President of CUPE, Local 998, and in either case shall be within 30 working days from the date of the action giving rise to the grievance.

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

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

- A 7.12 When it is impracticable to process grievances within the specified time limits, they may be varied by arrangement between the Corporation and the Union.

Arbitration

- A 7.13 If settlement of any grievance is not reached, then either the Corporation or the Union may submit the matter to arbitration.

- A 7.14 Arbitration proceedings shall be instituted by either party serving upon the other a written notice to arbitrate within a period of 30 working days following receipt of the appropriate Vice-President's decision to the grievance under Step Two or Three of Article A 7.9.

- A 7.15 Each party shall, within 7 days of service of the notice referred to in Article A 7.14, appoint a member to a Board of Arbitration. The two members so appointed shall then choose a chairperson. If the members are unable to agree on a chairperson within 14 days of the serving of said notice, they shall request the Manitoba Labour Board to appoint a chairperson.

- A 7.15.1 In order to expedite the arbitration process, the parties agree that they may utilize a single arbitrator rather than a Board of Arbitration.

The parties will meet within 7 days of the service of notice referred to in Article A 7.14 to discuss the issue and upon mutual agreement, a single arbitrator rather than a Board of Arbitration may be utilized.

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

- A 7.16 A Board of Arbitration appointed pursuant to Article A 7.15 shall meet and hear evidence from both sides and attempt to issue an award within 30 calendar days after the completion of the hearing of evidence. An award by a majority of the Board of Arbitration or in the absence of an award by a majority, then the award of the Chairperson shall be deemed to be the award by the Board and shall be final and binding on all parties concerned. If the Board of Arbitration does not issue the award within the specified 30 calendar days, either party may request the Minister of Labour of the Province of Manitoba to consult with the parties and the Board of Arbitration for the purpose of expediting the settlement of the grievance.

- A 7.17 The Corporation and the Union agree that each will bear an equal share of the fees and expenses, if any, incurred as a result of the appointment of a chairperson to the Board of Arbitration.

- A 7.18 A Board of Arbitration shall not have any authority to alter or change any of the provisions of this agreement, or to substitute any new provisions in lieu thereof, or to make any award contrary to the terms or provisions of this agreement.
- A 7.19 A Board of Arbitration shall have the authority to determine whether any matter referred to it is arbitrable.
- A 7.20 The parties may, in certain circumstances, mutually agree to act as advocates themselves in the matter, rather than utilizing legal counsel. It is recognized that legal counsel may be consulted but will not present the case at arbitration.

ARTICLE 8 UNION REPRESENTATION, COMMITTEES/MEETINGS

- A 8.1 The Union shall keep the Corporation informed at all times as to the names of its officers and members who may be appointed or elected from time to time to any executive, grievance or negotiating committee.
- A 8.2 When practicable, meetings between the Corporation and the Union shall be held during regular working hours.
- A 8.3 Subject to the provisions of Articles A 8.4 and A 8.5, employees who are representatives of the Union and who attend meetings held during regular working hours shall be deemed to be carrying on their normal work under this agreement and shall receive their usual remuneration from the Corporation while in attendance.
- A 8.4 When meeting with the Corporation, the number of employees attending as representatives of the Union who are entitled to receive their usual remuneration from the Corporation shall be as follows:
- A 8.4.1 In the case of Workplace, Safety and Health Committees, the number of committees and number of representatives from CUPE Local 998, will be determined jointly.
- A 8.4.2 In the case of a grievance, a total of 3 representatives.
- A 8.4.3 In the case of a meeting referred to in Article A 8.5, a total of 5 representatives.
- A 8.4.4 In the case of negotiations, conciliation, but excluding mediation and arbitration, 9 or less representatives for a maximum period of:
- a) 63 person-days for negotiating a 1 year agreement;
 - b) 81 person-days for negotiating a 2 year agreement;
 - c) 99 person-days for negotiating a 3 year agreement.

- A 8.5 For the purpose of discussing matters relating to the administration, application and interpretation of this agreement, joint meetings between representatives of the Corporation and the Union shall be held if requested by either party.
- A 8.6 The Union will be notified of all new hires. As soon as possible after employment commences, new employees will undergo an orientation process which will include an information session with the Union.

ARTICLE 9 STRIKE OR LOCKOUT

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

ARTICLE 10 CONTRACTING OUT

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

- A 10.1 The Corporation recognizes the value of its employees and agrees that when making business decisions regarding contracting out it shall be for sound business reasons.
- A 10.2 As an alternative to contracting out, and where practicable the Corporation may hire term employees in a manner specified in Article C 1.6 of the Collective Agreement. Providing they have the qualifications and abilities to perform the work, employees who are currently on lay-off or to be laid off, or prior to exercising their bumping rights will be considered prior to hiring term employees.
- A 10.3 The Corporation will notify the Union of any potential contracts for services which may result in any lost positions or redundancies. Such notice will be prior to the contract being tendered and will include pertinent information such as:
- rationale for the contracts for services,
 - number of employees or positions affected,
 - the duration of the contract,
 - if available the tender information.

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

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

ARTICLE 11 CRIMINAL AND CIVIL LIABILITY

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

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

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

ARTICLE 12 DISCIPLINE, TERMINATION

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

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

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

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

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

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

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

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

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