

Section C – Working Conditions

ARTICLE 1 SENIORITY/EMPLOYEE STATUS

Employee Status

C 1.1 Probationary Employees

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

C 1.1.1 The purpose of the probationary period is to assess the employee's qualifications, performance and suitability for continued employment.

C 1.1.2 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.

C 1.1.3 An employee who fails to successfully complete the probationary period shall not be continued in employment with the Corporation.

C 1.2 The status definition shall be as follows:

C 1.2.1 *Staff:* Full-time (basic daily and biweekly hours) on a continuous year-round and indefinite requirement basis (including job shares of a staff status job).

C 1.2.2 *Term* Required for a specific job or for a specific duration of time.

C 1.2.3 *Part-time:* Less than normal basic daily and/or biweekly hours on a scheduled year-round basis.

C 1.2.4 *Casual:* On an as-and-when-required basis (no scheduled daily or biweekly hours of work).

C 1.2.5 *Student:* Full-time student of a high school, community college or university who is employed on a full-time basis between school terms or employed during the school term in a casual basis. The employee must be currently attending school or be returning to school after the period of employment. Individuals employed under Article E5 - Co-Op Study Programs will be considered students.

C 1.2.6 *Job Sharing* Job sharing is defined as two employees sharing the duties and responsibilities of one position. (See Appendix F for details)

C 1.3 Completion of Probationary Period

An employee shall be deemed to have completed the probationary period in the pay period following completion of 958.1 basic hours of work provided such employee meets 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.

C 1.4 If an employee transfers from Staff Status or vice versa, any benefits accrued to such an employee shall be retained, as far as practicable, as of the date of transfer.

C 1.5 An employee shall lose Status immediately following:

C 1.5.1 Resignation.

C 1.5.2 Termination.

C 1.5.3 Failure to report for work following recall after layoff based on either or both of union seniority and required qualifications.

C 1.5.4 Refusal to accept a recall from layoff to their base or equal classification and equivalent working conditions.

C 1.5.5 No recall for re-employment within 26 pay periods after layoff in the case of a Status employee.

C 1.6 "Term employee" is identified as an external applicant hired for a specific term and/or project.

C 1.6.1 A term employee will be subject to all terms and conditions of the Collective Agreement, except as provided for in Articles C 1.6.2, C 1.6.3, C 1.6.5, C 1.6.6, and C 1.6.7.

C 1.6.2 A term employee will be terminated at the completion of the term or during the term due to a reduction of workload or completion of a project.

C 1.6.3 The length of employment for a term employee will be determined by:

- a) the specific time frame for the temporary position the applicant is hired for, or
- b) the length of the project the applicant is hired for.

- C 1.6.4 The Union will be notified of all term employees hired and their length of employment.
 - C 1.6.4.1 Employees who are re-hired within 12 months will have their corporate service and union seniority reinstated.
- C 1.6.5 Extensions to the length of the employment of a term employee will require Union concurrence.
- C 1.6.6 Term employees will have no rights of layoff, placement, displacement, bumping or recall and will not be eligible to be displaced or bumped.
 - C 1.6.6.1 Term employees may be terminated to accommodate the placement of laid off employees or redundant employees due to be laid off, who are qualified and have the ability to perform the work.
- C 1.6.7 Term employees will not be eligible to exercise the provisions of Article F 4.3 (Personal Leave) of the Collective Agreement.
- C 1.6.8 The Corporation and the Union may at any time mutually agree that a term employee cease to be designated as a "term employee".
 - C 1.6.8.1 Term employees who have worked in the same position for 24 consecutive months or more with breaks in service of no greater than 2 weeks shall be granted staff status. This will not apply to employees where the initial term of employment was greater than 24 months.
- C 1.7 "Student employees" will not accrue corporate service or union seniority toward completion of the probationary period.
 - C 1.7.1 The parties agree that "students" who require no specific University or Community College academic discipline to perform the duties of the job, will be classified as a "Student" and paid at the CUPE student rate.
 - C 1.7.1.1 Returning general students may be provided, at management's discretion, a one-time increase to the "Returning General Student" rate. This rate will be escalated at a rate and time coincident with general wage increases, commencing with the 2010 general increase.

- C 1.7.2 Students who require a specific University or Community College discipline to perform the duties of the job will be classified appropriately and paid in accordance with the Salary Table of the Collective Agreement (see Attachment B).
- C 1.7.3 Students that are converted to staff, term, or part time status shall have their continuous service as a student recognized retroactively back to their last hire date.

Union Seniority

- C 1.8 The intent of the parties is to protect, on an interim basis, the job selection opportunities for qualified employees within the CUPE 998 jurisdiction in the absence of reciprocal agreements from the other bargaining units which recognizes service accumulated in all jurisdictions for job selection purposes.

The parties acknowledge that Corporate Service is in the best interests of all parties and therefore agree that in the event that the other Manitoba Hydro bargaining units agree to reduce or eliminate seniority barriers for cross-jurisdictional purposes, CUPE 998 will do the same.

- C 1.8.1 Only employees covered by this collective agreement who have completed the probationary period as defined in Article C 1.3 shall have union seniority.
- C 1.9 Union Seniority shall be defined as the accumulated service with the Corporation based on basic hours paid, continuous or broken by approved leave of absence or layoff, but not service broken by a termination of employment except as described in Article C 1.15.
- C1.10 Union seniority will be established when an employee is appointed into the CUPE 998 jurisdiction (including temporary appointments). The union seniority date will be established following 6 consecutive months of service in the CUPE 998 jurisdiction based on the employee's total Corporate service.
- C 1.11 Employees transferring out of the CUPE 998 jurisdiction will retain their union seniority date for job selection purposes into the CUPE 998 jurisdiction as follows:
- C 1.11.1 Permanent transfer: retained for a period of 36 months from the date of appointment. The employee's union seniority shall not exceed the amount held at the time of leaving the CUPE 998 jurisdiction.
- C 1.11.2 Temporary transfer: Retained indefinitely and will not be adjusted during the period of time the employee is temporarily out of the CUPE 998 jurisdiction.

- C 1.12 Seniority rights of an employee shall be retained and continue to accrue during periods of authorized leave with pay, or when on Workers Compensation.
- C 1.13 Seniority rights of an employee on leave of absence without pay in excess of 30 days will normally be held in suspension, without any further accruals, until the period of leave of absence expires. On return from Maternity, Parental and Adoptive leave, employees will be credited with seniority equal to the duration of the leave.
- C 1.14 Seniority rights shall be forfeited when:
- C 1.14.1 An employee loses status per C 1.5.
 - C 1.14.2 At the expiry of approved leave of absence, an employee fails to return to work, unless such failure results from sickness or accident.
 - C 1.14.3 An employee fails to respond to recall within a period of 10 working days following a layoff, providing notice of such recall was delivered by registered mail to the last known address of the employee, unless such failure results from sickness or accident.
- C 1.15 Previously accumulated union seniority and corporate service will be reinstated for employees who are rehired within one year of being terminated.
- C 1.15.1 If an employee's start date predates the completion of their probationary period by more than 26 pay periods, the Seniority date will be established as the date which is 26 pay periods prior to the completion of the probationary period.
- C 1.16 The Corporation shall maintain seniority records for employees covered by this agreement.
- C 1.16.1 For employees, the list will be published in April of each year and will show employees' classification at the time of publication, the date they entered the classification, their union seniority date and their corporate service. Lists will be published in order, based on union seniority date within the classification.
 - C 1.16.2 Seniority lists will be provided to the Union and also distributed in the same manner as Employment Circulars.

ARTICLE 2 HOURS OF WORK

C 2.1 The basic hours of work used to calculate the salary schedules shown in Appendix "A" of this agreement are:

Seven hours and fifty five minutes (7.92 hours) daily during a 9-day biweekly pay period, for a total of 73.7 hours biweekly, or 1916 hours annually.

The biweekly pay period will generally consist of 9 regularly scheduled workdays. The first week in a biweekly work period will normally have four regular workdays, scheduled from Tuesday to Friday. The second week in the biweekly pay period will normally have five regular workdays, scheduled from Monday to Friday. There will be exceptions to the above work schedule in pay periods that have a Corporation Holiday (see attached work calendar). Employees are paid 73.7 basic hours bi-weekly (1916 hours annually over 26 pay periods).

Employees working the 9-day work cycle described in C2.1 will be entitled to 18 Regular Days Off (RDO) each year, made up of a combination of fixed Mondays off arising from the application of C2.1, plus additional individual RDOs to be taken at a time mutually agreed between the employee and his/her supervisor.

C 2.1.1 The Corporation and Union agree that in those payroll years when there are 27 pay periods, a further reconciliation will occur to ensure that hours worked (including Corporate Holidays) over that year are equivalent to hours paid. More specifically, the Corporation will provide employees (in a manner to be decided by the Corporation) with the difference between 79.2 hours worked minus 73.7 hours paid in the 27th pay period.



Corporate Calendar 2010 – 2011

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Pay Period Ending Corporation Holiday Normally Scheduled Monday Off | Last Pay Period Ending in Fiscal Year * Easter Monday observed by ISEW and AMHSSE only. All other eligible employees receive 7.02 hours of vacation credit.



Corporate Calendar 2011 - 2012

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| January 2011 | | | | | | | February | | | | | | | March | | | | | | | April | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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LEGEND
 Pay Period Ending
 Corporate Holiday
 Normally Scheduled Monday Off
 Last Pay Period Ending in Fiscal Year
 * Easter Monday observed by IBEW and AMHSSE only. All other eligible employees receive 7.5 hours of vacation credit.



Corporate Calendar 2012 - 2013

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| January 2012 | | | | | | | February | | | | | | | March | | | | | | | April | | | | | | |
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| 27 | 28 | 29 | 30 | 31 | | | 24 | 25 | 26 | 27 | 28 | | | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 21 | 22 | 23 | 24 | 25 | 26 | 27 |

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

Nine (9) Day Work Cycle

- C 2.2 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.
- C 2.3 A shift schedule for employees working on a 2-shift basis and 3-shift basis under the provisions of Articles C 3.3 and C 3.4 shall be established in accordance with Article C 3.1.

The conditions of the 9-day cycle are as follows:

- C 2.4 The regular daily hours of work will be 7 hours and 55 minutes. These daily hours shall be worked between 08:00 and 18:40, except for employees working under the provisions of Articles C 2.11, C 2.13 and C 2.15.
- C 2.5 The first Monday of each pay period will be a non-working Monday except for those pay periods that include a Corporation Holiday. There will be no Monday off in a pay period that includes a Corporation Holiday.
- C 2.6 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 not all staff will be off on any one Monday.
- C 2.7 Overtime rates of pay as provided in Article D 1 will apply only to those hours worked in excess of the regular daily hours as set out in Article C 2.4. An employee required to work on her/his scheduled day off will be paid overtime as provided in Article D 1.2.
- C 2.8 During this period, the basic salary for biweekly rated employees will remain constant. Hourly employees will be paid on the basis of hours worked.
- C 2.9 Vacation, bereavement leave, and sick leave credits will be utilized at a rate of 7.92 hours per day.
- C 2.10 Summer students who work 10 days by mutual agreement during any 9 day work period will receive straight time rates for the 10th day. Overtime rates of pay will otherwise apply as noted above.
- C 2.11 Because of the nature of their duties and responsibilities, employees in designated classifications are required to work irregular hours and days of work. Where such irregular hours and days of work are required, they shall be exempt from the normal overtime provisions, as described in Article C 2.11.2. Where regular daily hours outlined in Article C 2.4 are exceeded, the employee will be granted compensatory time off on an equal time basis. Arrangement for such time off shall be confirmed within 60 calendar days.

- C 2.11.1 Designated classifications shall be those whose duties and responsibilities regularly require employees to be available to meet with customers outside of normal working hours, including Right-of-Way Agents, Energy Service Advisors, and Marketing Representatives.
- C 2.11.2 The exemption from the normal overtime provisions will be limited. Normal overtime provisions shall apply to irregular hours in excess of 40 hours per fiscal year.
- C 2.12 All hours shall relate either to system time or local time, whichever in the opinion of the Corporation is best suited to system operation.
- C 2.13 Employees, temporarily assigned or transferred to a department or division where the hours of work differ from those to which they have been accustomed, shall work the regular hours set for the department or division to which they have been temporarily transferred or assigned. Any additional hours worked to meet the new schedule shall be paid for at the basic hourly rate.
- C 2.14 When either the Corporation or a group of employees affected consider it desirable to establish a workday, a work week or a work schedule other than those described in this Article, any such changes shall only be made following mutual agreement between the Union and the Corporation.
- C 2.14.1 The Corporation, with the Union's input, will establish a consistent process and criteria when evaluating the merits of any alternative work schedule proposal put forward by the Union.
- C 2.15 Where feasible and practical, employees may request flexibility in starting and finishing times within certain limits. Requests will be made in writing to the employee's supervisor. The supervisor's decision will be provided in writing, and will include reasons if the request is denied. Requests will not be unreasonably denied.
- C 2.15.1 Employees' work schedules must meet the operational requirements of their work area as determined by their supervisor.
- C 2.15.2 The "core hours" of work for all full-time employees will be 9:00 a.m. to 3:30 p.m. (excluding lunch).
- C 2.15.3 Employees may commence their workday between 7:00 a.m. and 9:00 a.m. and end their workday 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).
- C 2.15.4 Employees will receive an unpaid meal break of not less than ½ hour and not greater than 1 hour.

C 2.15.5 Employees shall be allowed a rest period of 15 minutes in the morning and in the afternoon, within a period established in the department in which they are employed.

C 2.15.6 Subject to the approval of their supervisor, employees will designate their daily starting and finishing times, which will normally remain in effect on an ongoing basis. From time to time, employees may vary their start/finish times, but are expected to keep their supervisor aware of such changes.

C 2.15.7 Employees may, with reasonable notice, revert back to normal working hours in accordance with Article C 2.4 when a flexible work arrangement is no longer necessary or desirable.

C 2.16 When employees request to work additional hours in excess of the daily hours of work outlined in Article C 2.4 as compensation for prearranged leave, they may, with approval of their supervisor, work up to a maximum of 40 hours per week (including the regular hours of work). Such exchange will be on an equal time basis and not on a rate of pay basis.

Gillam Hours of Work

C 2.17 The basic daily hours of work for Gillam employees will be 7 hours and 21 minutes (7.35 hours).

C 2.17.1 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.

C 2.17.2 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).

C 2.17.3 Corporation Holiday pay for hourly paid employees will be on the basis of 7.92 hours per day.

C 2.17.4 Paid absences such as vacation and sick leave will be charged on the basis of 7.35 hours per day.

ARTICLE 3 SHIFT EMPLOYEES

C 3.1 Shift employees are those, who because of the nature of their work, perform daily duties during regularly scheduled hours on either a 3-shift or a 2-shift basis. A 3-shift basis is recognized as a night, day and evening shift. A 2-shift

basis will normally be a day and evening shift. Employees will work shifts according to a shift schedule, which will be established by the Corporation, as necessitated by the job.

C 3.1.1 Night shifts shall be defined as those shifts in which the major portion of hours worked occurs between 24:00 and 08:00.

C 3.1.2 Day shifts shall be defined as those in which the major portion of hours worked occurs between 08:00 and 16:00.

C 3.1.3 Evening shifts shall be defined as those in which the major portion of hours worked occurs between 16:00 and 24:00.

C 3.2 An employee whose hours of work are not arranged according to a shift schedule shall not be known as a shift employee.

Three-Shift Operation

C 3.3 Seven hours and fifty-five minutes (7.92 hours), exclusive of lunch periods, shall constitute a shift and therefore a day's work for a shift employee, when such time is not worked as overtime.

C 3.3.1 Pay for 3-shift employees shall be calculated on the basis of straight time for 7 hours and 55 minutes (7.92 hours) with the applicable rate of overtime applying to all hours worked in excess of the basic 7 hours and 55 minutes (7.92 hours).

Two-Shift Operation

C 3.4 Seven hours and fifty-five minutes (7.92 hours), exclusive of lunch periods, shall constitute a shift and therefore a day's work for a shift employee, when such time is not worked as overtime.

C 3.5 Shift premiums shall be paid as follows to shift employees when such time is worked as an assigned shift and not as overtime:

C 3.5.1 An hourly shift premium of \$1.15 shall be paid to employees required to work between the hours 16:00 and 08:00 on Monday to Friday, inclusive.

C 3.5.2 An hourly shift premium of \$3.26 shall be paid to employees required to work between the hours 00:00 and 24:00 on Saturdays, Sundays and Corporation Holidays.

C 3.5.3 Shift premiums do not apply to employees who work a regular day shift, flexible hours or modified work schedules.

C 4.3 Without restricting the generality of this Article the parties have agreed to the following investigation procedures and resolution:

1. Under this procedure, a complaint of harassment or discrimination shall be made in writing to the Investigation Officer.
2. In lodging a complaint, the employee may be accompanied by a representative of the Union or any other person they choose. All complaints and inquiries shall be treated in confidence.
3. The timeframe for filing a complaint shall be within 6 months of the alleged harassment or, where the alleged harassment or discrimination is of a continuing nature, within 6 months of the last alleged instance.
4. The Investigation Officer will not disclose the name of a complainant or the circumstances related to the complaint, except where disclosure is necessary for the purposes of investigating the complaint or for taking disciplinary measures.
5. Upon receiving a written complaint, the Investigation Officer shall determine whether the incident(s) on which the complaint is based would fall within the definition of harassment or discrimination as defined in this procedure. If, in the opinion of the Investigation Officer, the incident would not constitute harassment as set out in this procedure, the Investigation Officer will advise the complainant and discuss the basis for this decision. A written confirmation will be sent to the complainant.
6. If, in the opinion of the Investigation Officer, the incident(s) constitutes harassment or discrimination as set out in this procedure, the Investigation Officer will:
 - a) Advise the respondent of the complaint that has been received.
 - b) Initiate an investigation that will include interviews with the complainant and the respondent, interviews with any witnesses, and a review of any documentation. The complainant, respondent and witnesses may be accompanied during the interview by a representative of their appropriate bargaining unit/association, or any other person they choose.
 - c) Determine whether or not the complaint has been sufficiently substantiated to justify further action. The

Investigation Officer may dismiss a claim where the complaint is frivolous or vexatious and/or the evidence in support of the complaint is insufficient. The complainant and/or the respondent shall be notified in writing of the disposition of such a complaint.

7. The Investigation Officer is responsible for and has authority to investigate a complaint, bring the investigation to a timely resolution, and report findings to the Division Manager, Human Resources.
 8. Where the findings indicate that the termination or transfer of an employee is appropriate, the Division Manager, Human Resources, will make a recommendation to Senior Management. Senior Management will respond to the recommendation within 10 working days.
 9. Where the findings indicate that disciplinary action other than termination or transfer is appropriate, the Division Manager, Human Resources, will make a recommendation to the appropriate level of line management. Management will have 10 working days to respond to the Human Resources Division Manager's recommendation.
 10. The Investigation Officer shall notify both the complainant and the respondent on the date that a recommendation is made to management, but not of the content of the recommendation. Both the complainant and respondent shall be notified in writing as to the course of action to be taken to resolve the complaint. Such notification shall be made within 15 days from the date the original recommendation went forth to management.
- C 4.3.1 No employee, by initiating or participating in the procedure, will have surrendered or waived any right to file a grievance pursuant to this collective agreement or to file a complaint with the Manitoba Human Rights Commission.
- C 4.3.2 When an employee files a complaint of harassment or discrimination with the Manitoba Human Rights Commission, information contained in the confidential files of the Investigation Officer may be disclosed, pursuant to the provisions of the Manitoba Human Rights Code.
- C 4.4 The Union and the Corporation jointly encourage employees to report all instances of harassment or discrimination through this procedure.
- C 4.5 An employee who has filed a complaint may request that they cease immediate contact with the alleged harasser. The Corporation will make every reasonable effort to accommodate the request providing:

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

C 4.5.1 In accommodating the request, the Corporation may determine that the complainant or the respondent will be re-assigned. The re-assigned employee will do so, without loss of pay, until:

- the complaint is investigated and resolved or;
- the alleged source of harassment or discrimination is removed or;
- the complainant retracts their request .

C 4.6 A grievance may be lodged under this Article where it is alleged that the Corporation has not properly discharged its obligation to provide employees with a work environment free from harassment or discrimination. The timeframe for filing a complaint shall be within 6 months of the alleged harassment or discrimination or, where the alleged harassment or discrimination is of a continuing nature within 6 months of the last alleged instance.

C 4.6.1 If the person who would receive the grievance at any step is alleged to be involved in the harassment or discrimination, the grievance may be initiated at the next higher step.

C 4.7 An Arbitrator shall have the authority to recommend a remedy and shall be guided by the decisions and practices of the Manitoba Human Rights Commission in resolving Sexual Harassment complaints. The authority of the Arbitrator shall be equivalent to the authority of an "adjudicator" as established under the Manitoba Human Rights Code.

C 4.8 The Corporation's Guideline (G597) regarding Discrimination and Harassment Free Workplace will not be changed without consultation of the Union.

ARTICLE 5 SCHOOLS AND TRAINING

C 5.1 When employees are invited to attend a Corporation sponsored school, all or part of which is outside of normal working hours, they shall receive straight pay for normal hours of work only. There will be no additional pay for extra hours of school or travel.

C 5.2 When employees are enrolled in a course of studies outside the Corporation, they may be allowed to make suitable arrangements with their immediate supervisors to work hours in excess of the regular workday 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 workday 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 workload conditions in the specific department affected.

C 5.3 Where employees request and receive Corporate approval to attend a conference or seminar, all or part of which is outside of normal working hours, they shall receive straight pay for normal hours of work only. There will be no additional pay for extra hours of attendance or travel. They will be reimbursed for registration, and where required, travel and accommodation costs in accordance with, Article H 1.1.1.

C 5.4 Where employees are required, as part of their job, to attend mandatory training including conferences, seminars, or sponsored school, all or part of which is outside of normal working hours, they shall receive pay at the applicable overtime rates for travel on the first and last day of the assignment. Employees who choose to commute home daily or on weekends are not eligible for compensation or travel time for the additional commute time.

C 5.4.1 Mandatory Training is defined as:

- a) training required and directed by the Corporation, or
- b) necessary for employees to perform the duties of their current job, or
- c) normally the result of technological, regulatory, organizational, or policy changes.

ARTICLE 6 EMPLOYMENT EQUITY

C 6.1 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 women, persons of Aboriginal ancestry, persons with disabilities, and members of visible minority groups in Manitoba Hydro's workforce.

C 6.2 The posting of all positions as provided in Article E 1 is contingent upon this Employment Equity language remaining in effect.

- C 6.3 The parties will discuss, with the aim of reaching mutually acceptable solutions, such employment equity issues that may arise.
- C 6.4 The Union will suspend the posting and selection procedure of the collective agreement in favour of the following arrangement:
- a) Union and Management will establish a joint advisory committee of equal representation which will develop placement criteria for this program.
 - b) The Corporation will identify to the committee, vacant positions which it proposes be filled through this program.
 - c) The Corporation will provide the Committee with information on the Corporation's ongoing efforts to facilitate employment equity and will exchange information concerning recruitment practices, selection standards, working conditions and training.
 - d) The Corporation, in consultation with the Union, will, through this committee:
 - i) Establish the number of vacancies to be utilized for employment equity.
 - ii) Establish specific time frames where the appointment to the position is of a temporary nature.
 - iii) Develop a procedure to rotate employment equity positions to ensure that a job is not permanently or indefinitely removed from CUPE 998's job pool.
 - iv) Receive input from CUPE 998 concerning members of the Union who might qualify for inclusion in the program.
 - e) Individuals may be hired who can perform only a portion of the duties of a classification. The parties agree to establish a rate of pay which will reflect the work the applicant is capable of performing. Any further salary adjustments will require bargaining unit concurrence.

Pre-Placement Training Programs

- C 6.5 The general purpose of pre-placement training programs is to provide on-the-job training and orientation to prepare employment equity designated group candidates for entry-level positions and training programs. The training period will be dependent upon the nature, extent and rate of growth of the trainee's job-related skills. There will be no guarantee of employment beyond the pre-placement training. Dependent upon requirements, trainees may be hired for regular employment in accordance with established hiring practices for the various classifications.

- C 6.6 Participants in a program will be a supplement to Manitoba Hydro's normal work force requirements.
- C 6.7 With the exception of the initial period of job readiness training (to be determined at the inception of the program), participants will normally work the hours and schedule established for the location and the work group to which they are assigned.
- C 6.8 All terms and conditions of the collective agreement will apply to the participants with the following exceptions:
- a) Time accumulated during pre-placement training will not count toward completion of probationary periods or union seniority except that:
 - i) If a participant successfully completes a program and, within 12 months after completion is employed in a related job or accepted into a related regular training program, the participant will receive credit for the time spent in the program for the purpose of completing the probationary period and union seniority accrual.
 - b) If a participant successfully completes a program and, within 12 months of completion is employed in a related job or accepted into a related regular training program, the participant may receive credit for time spent in the program for the purpose of future progression. The amount of credit will be determined by the circumstances of the specific program.
 - c) Participants will be paid an appropriate hourly rate of pay during the entire pre-placement training. The rate will be determined by the circumstances of the specific program.
 - d) Participants will not be subject to displacement or bumping under the terms of Article 1 2 of the Collective Agreement during the pre-placement training.

On-The-Job Training Programs

- C 6.9 The parties agree to work cooperatively in removing systemic barriers to employment for all employment equity groups through on-the-job training programs.
- C 6.10 Bargaining unit concurrence will be required for any new programs being initiated.

- C 6.11 Each program will provide for up to 6 hourly term employees with each requirement to be for a period of up to 1 year effective upon the date of hire.
- C 6.12 Individuals employed under these programs will be subject to the terms and conditions of the Collective Agreement between CUPE Local 998 & Manitoba Hydro with the following exceptions:
1. As the programs are dependant upon the funding received, individuals employed under these programs will not be subject to displacement or bumping under the provisions of Article 12 of the Collective Agreement for a period of 1 year from the date of hire. Individuals employed under these programs shall not accrue union seniority with respect to bumping and/or displacing other Manitoba Hydro employees during the 1 year term.
 2. Any union seniority accrued during employment with Manitoba Hydro for employees in these programs shall be recognized for job selection purposes, however, prior to any appointment to temporary positions without posting during the term, concurrence must be received from CUPE Local 998.
 3. If employees in these programs have not secured alternate employment during their 1 year term, their employment will be terminated following expiration of their 1 year term.
 4. Following the expiration of the program and provided that employees in these programs have not secured permanent employment, they shall be given first consideration for any vacancies for which they are qualified, ahead of external applicants. This consideration shall extend for 12 months beyond the expiry of the program.
 5. CUPE Local 998 will be notified prior to any individuals commencing employment under these programs and any placements following their initial term.