

Section E – Appointments, Promotions and Reclasses

ARTICLE 1 JOB POSTINGS

General

- E 1.1 Travel allowances, when on temporary assignments, will apply as per Article H 1.
- E 1.2 When a vacancy or new position is created within the scope of this agreement and is required to be filled, it will be advertised by means of an Employment Circular, copies of which shall be forwarded to the Union at time of posting.
- E 1.2.1 During the month of April in each year, all bargaining unit positions in effect at that time for each work location shall be posted by the Corporation.
- E 1.2.1.1 The Union will be notified of any planned changes in positions or where delays in posting beyond the normal 30 calendar days are anticipated. The Union will also be notified of any cancellations of postings.
- E 1.3 In all cases, Management continues to retain absolute discretion as to whether a position is required to be filled.
- E 1.4 Posting of vacant positions will not be required for:
- a) application of the Workforce Adjustment Strategy and/or placement, displacement, bumping and recall provisions of the collective agreement,
 - b) Employment Equity hiring initiatives consistent with Article C 6.
 - c) those positions where the Corporation may, with prior concurrence of the Union, confirmed in writing, fill the vacancy by appointment or an additional selection from the applicants to an existing circular.
- E 1.4.1 The posting of Input Positions is conditional upon the continued application of Article C 6 - Employment Equity. Should either party exercise its right to revoke the agreement on Employment Equity, the posting of Input Positions and Full-Time Hourly Requirements will cease and the positions identified as exceptions in Appendix "A" will no longer require posting.

- E 1.5 The closing date for acceptance of applications for positions advertised in an Employment Circular shall normally not be less than 12 calendar days after the date of publication of the Circular, except as provided for in Articles E 1.12.1
- E 1.6 An employee shall be entitled to bid for such positions or vacancies by means of written application submitted to Business Unit Employment Advisor.
- E 1.6.1 Applications will be accepted up to 30 calendar days after the closing date or when a selection is made, whichever is earlier.
- E 1.6.2 In cases of sickness, vacations or other extenuating circumstances, applications will be accepted providing the selection has not been made.
- E 1.6.3 An employee on authorized leave identified in Articles F 4.1, F 4.11, F 4.17 and F 4.21 or on layoff as per Article I 2.2, may, upon request prior to their leave of absence, receive a listing of posted Employment Circulars via the Hydrogram. This request would be made through the Business Unit Employment Advisor.
- E 1.7 While any employee may make application for any position, the existence of an application shall not restrict the Corporation in its right of selection and the Corporation may, subject to Articles E 2.1, E 2.1.1 and E 2.1.2, reject any or all applications received.
- E 1.8 An applicant who applies for a position advertised by Employment Circular shall normally be notified as to the decision reached within 45 calendar days of the closing date.
- E 1.8.1 Under special circumstances, notice to the applicants may be extended to 60 calendar days after the closing date of the circular.
- E 1.9 The Union Office will be provided with the following written information on applicants to positions in the CUPE 998 jurisdiction advertised by an Employment Circular:
- a) in the case of positions where the senior applicant is not selected, the names of all employees who applied for the positions, and
 - b) a brief explanation of why applicants with more seniority were not selected, and
 - c) the name of the successful applicant for all positions.

Temporary Appointments

Permanent Vacancy

E 1.10 Vacant positions will normally be posted and a selection made within 3 months.

E 1.10.1 The Corporation retains the right to temporarily fill a vacant position for less than 12 months by appointment without posting, under the following conditions:

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

E 1.10.2 Consequential vacancies will be filled, if required, by Management appointment.

Temporary Vacancy

E 1.11 Where a staff status position is temporarily vacant for a period of less than 12 months, the Corporation may appoint an employee to the position without posting.

E 1.12 Where the staff status position is temporarily vacant and it is known the duration will be 12 months or more, it will be posted as a temporary vacancy.

E 1.12.1 The closing date for acceptance of applications for staff status positions temporarily vacant will be 7 calendar days after the date of publication of posting.

E 1.13 Consequential vacancies will be filled by Management appointment.

E 1.14 An employee who attains a temporary position, for 2 years or less, shall return to her/his former position at the expiration of the temporary appointment providing the former position still exists. If the former position no longer exists, the employee shall be placed in a comparable position. (See Appendix G for guidelines on holding a base position. Union agreement will be sought for any changes to the guidelines that would negatively affect employees.)

E 1.14.1 Where an employee is successful in applying for a temporary assignment, they will not be prohibited from applying for another temporary position; however, the employee will be considered only if a further assignment can be accommodated by her/his former Department.

E 1.14.2 If the selected applicant to a temporary posting is not available or is unable to be released, the selecting officer may make a further selection.

Special Assignments

E 1.15 Special assignments are defined as work requirements that are non-routine and non-recurring in nature and which are separate from the employee's regular duties.

E 1.15.1 Management may appoint employees to special assignments and will notify the Union in writing of any such appointments and the expected duration.

E 1.15.2 Consequential vacancies of 12 months or more will be posted.

E 1.15.3 Consequential vacancies of less than 12 months may be filled by appointment.

Maternity Leave

E 1.16 Management recognizes the potential training and development for employees due to Maternity Leave absences, and as the intended absence is known in advance, Management will post, as required, all Maternity Leave vacancies.

E 1.16.1 Consequential vacancies will be filled by appointment.

E 1.16.2 Recommended salary treatment will begin the day the employee taking Maternity Leave vacates her position.

Input Positions

E 1.17 The Corporation will post vacant input positions subject to Article E 1.4.1.

E 1.17.1 To be eligible for the above postings, employees must have been in their current position for a minimum period of 12 months except:

- a) for hourly employees with a minimum of 1 year of service;
- b) for an employee in an input position who applies on a position with a salary code in excess of his own;
- c) where they have been transferred laterally to their present position at the request of the Corporation; or
- d) where they have been transferred laterally to their present position for compassionate or health reasons.

E 1.17.2 The Corporation maintains the right to fill summer student positions by appointment.

Special Placements

E 1.18 The Corporation and the Union agree to the establishment of a joint advisory committee for special placements of employees covered by this agreement when:

- a) returning from extended absences due to sick leave, long term disability, Workers Compensation Board claims and approved personal leaves where the Corporation is committed to re-employ the employee.
- b) requesting transfer or relocation for compassionate reasons.
- c) requiring placement due to job redundancy.

E 1.18.1 For the special situations above, where a placement would be for 12 months or longer, the Corporation would apply the following procedure:

- a) the Corporation would develop a recommended placement which best suits the individual's ability and qualifications against the available jobs.

- b) a "Recommendation for Placement" would be taken before the joint Union/Management advisory committee for review and input, prior to the Corporation making an assignment.
 - c) the Corporation would provide this committee with a report listing the existing vacancies available for consideration for special placements, and a record of special placements made and their durations.
 - d) the Union will maintain the right of waiver of posting.
- E 1.18.2 For a special placement of less than 12 months, the Corporation will appoint the employee to a position and will notify the Union in writing of such placements.
- E 1.18.3 The Corporation will have discretion as to whether relocation expenses will apply, and advise the Union of the decision prior to implementation.

Project Work Job Selection

- E 1.19 Where there is a Special Assignment due to a large project (a year or more) which is non-routine and non-recurring in nature, the protocol for staffing such large projects will be as follows:
- E 1.19.1 All CUPE 998 project positions of 1 year or more will be posted under the terms and conditions of the collective agreement.
 - E 1.19.2 Union seniority will only be a factor in job selection providing qualifications, ability to perform the job, and past performance are equal.
 - E 1.19.3 Selections will not be grievable nor be arbitrable under the terms and conditions of the collective agreement.
 - E 1.19.4 An employee who has not been successful on the posting of a position may appeal the selection under the following process:
 - a) Within 30 days of receiving an appeal request, an Appeal Board will be convened to hear the appeal.
 - b) The Appeal Board will consist of a Chairperson being a Division or Department Manager from another area, a departmental representative and a CUPE Local 998 representative and will hear submissions from the parties.

- c) A majority decision will be made within 5 working days of the appeal hearing and will be final and binding.

ARTICLE 2 APPOINTMENTS AND PROMOTIONS

- E 2.1 In keeping with the Corporation's policy of promotion from within, the Corporation shall, when selecting a suitable applicant to fill a vacant position listed in Appendix "A", recognize qualifications, union seniority, and ability sufficient to perform the job as posted.
 - E 2.1.1 Provided employees are able to meet the requirements of Article E 2.1, the employee with the earliest union seniority date shall be given first consideration for the vacant position.
 - E 2.1.2 If the response to a position vacancy fails to provide an applicant meeting the requirements of Article E 2.1, the Corporation shall then fill the vacancy with the most qualified internal applicant available who, at the manager's discretion, is within 12 months of meeting the minimum requirements. Should no candidate be identified within 12 months of being qualified, the manager may select externally, appoint another qualified employee to the position, or reclassify the position in which case it shall be re-bulletined.
- E 2.2 Upon being advised that they are the successful applicant for an advertised vacant position, employees shall be prepared to relocate to a place and at a time designated by the Corporation.
 - E 2.2.1 Moving time and allowance will be those established from time to time by the Corporation and such information will be made available to the employee concerned.
 - E 2.2.2 The effective date for new rates will be as follows:
 - a) The day on which the incumbent starts the duties of the new position, or,
 - b) The day immediately following the first complete pay period after the notification, if the corporation defers the transfer.
- E 2.3 When the selection to an advertised vacant position is a promotion for the employee who is the successful applicant, and he or she has at least the minimum qualifications required for the new position, such employee shall not be paid less than the minimum rate established for the position.

- E 2.3.1 One pay grade Promotion - If the minimum rate for an advertised vacant position is less than or equal to the rate the successful applicant was receiving prior to appointment to the advertised vacant position, the employee's rate shall be increased by 5%, provided that such increment does not establish a rate in excess of the maximum for the position to which he or she was appointed.
- E 2.3.2 Two or more pay grade Promotion - If the minimum rate for an advertised vacant position is less than or equal to the rate the successful applicant was receiving prior to appointment to the advertised vacant position, the employee's rate shall be increased by 5% at time of promotion, provided that such increment does not establish a rate in excess of the maximum for the position to which he or she was appointed. In addition, the successful applicant will receive an additional 5% increase for each pay grade moved beyond one, subject to satisfactory performance and provided that such increment(s) does not establish a rate in excess of the maximum for the position to which he or she was appointed. The additional promotional increase(s) will apply after 958 hours of service from the initial promotional increase and 1916 hours of service thereafter, as applicable. Subsequent adjustments will be in addition to any other salary progression the successful applicant may be eligible for.
- E 2.4 Applicants who are not fully qualified and have been selected for a position, shall, for a period of time, be paid at a rate not less than 10% below the minimum rate for the position, on the understanding that this rate of pay will be subject to review by the Corporation at the end of each 6 month period thereafter until employees attain the minimum qualifications for the position at which time they will be paid at least the minimum rate of the classification providing they are able to satisfactorily perform the duties of the position. Normally, no employee shall be paid less than the minimum rate for the position for a period longer than 1 year.
- E 2.4.1 Where an employee's present salary is equal to or above the minimum rate of pay for the higher classification:
- a) Employees will normally be transferred laterally and retain their present salary and review date.

- b) Management may grant a 5% promotional increase to recognize the additional duties and responsibilities performed if an employee is capable of performing the majority of the duties and responsibilities of the higher classification. When considered qualified, employees will receive salary treatment consistent with that afforded employees qualified at time of promotion. These additional increases shall not compound on promotional adjustments received since the time of promotion.

- E 2.5 Within a Division/Senior Department the Corporation reserves the right to fill a vacant position by lateral appointment (without posting an Employment Circular) on the understanding such appointments will only be made with the employee's approval and involve only employees having the same classification or salary range as the vacancy. The employee, upon transferring, will retain present salary and review date. The Corporation will notify the Union of the name of those employees appointed.
- E 2.6 Although any employee may apply for an advertised vacant position, which would result in a lateral transfer, applicants will not necessarily be considered if they have been in the present position less than 12 months, unless they have been transferred laterally to the present position at the request of the Corporation.
- E 2.7 Employees moving temporarily into a position maintain their current status. Employees moving permanently into a position assume the status of the new position.

ARTICLE 3 TEMPORARY APPOINTMENTS

- E 3.1 Employees who, at management's direction, temporarily assume the majority of the duties of a higher classified position, and who meet the minimum qualifications for the position, will receive salary treatment in accordance with Articles E 2.3, E 2.3.1, and E 2.3.2 Such temporary appointments will normally be of at least one day's duration.
- E 3.2 Employees temporarily appointed to a higher classified position who do not meet the minimum qualifications for the position, and whose present salaries are below the minimum rate of pay for the position, will receive salary treatment in accordance with Articles E 2.4 and E 2.4.1.

ARTICLE 4 INCREMENTS AND RECLASSIFICATION

Increments

- E 4.1 For the purpose of salary progression, all employees will be assigned an annual or semi-annual review date (as designated in Appendix "A"). The review date will be established upon hire as the first calendar day of the month and will be revised as outlined in E 4.4. In addition, an employee's review date will be revised if they are at the maximum of their current pay grade and move into a position in a higher pay grade. The new review date would be established as the first calendar day of the month that they move into the higher pay grade position.
- E 4.2 Each employee who is not at the maximum of their pay grade and who has shown adequate proficiency during the period under review shall be eligible for a salary increase (hereinafter called an "increment") on their review date. The amount of the increment is described in Article E 4.2.1.
- E 4.2.1 Employees will progress within their pay grade, on their review date, at 5% increments (except those classifications listed in Appendix "A" as Trainees and Students.
- E 4.2.2 The period under review in the case of an employee receiving a semi-annual increment shall be the 6 month period immediately prior to the employee's review date. The classifications eligible for 6 month reviews are those referred to in Article E 2.4 and those designated in Appendix "A".
- E 4.2.3 The period under review in the case of an employee receiving an annual increment shall be the 12 month period immediately prior to the review date.
- E 4.2.4 Increments for hourly paid employees will be based on all hours paid subject to semi-annual (958 hours) or annual (1916 hours) reclassification limits.
- E 4.3 Employees who have not demonstrated the required proficiency during the period under review shall be so warned at least 4 pay periods before the review date, and shall not receive an increment unless, in the opinion of the Corporation, there has been sufficient improvement since the said warning to warrant giving the increment and the Corporation is entirely satisfied that such improvement is likely to continue.
- E 4.3.1 If the increment is withheld, a further review will be made 4 pay periods after the regular review date and if an increment is still not warranted, the Corporation may take appropriate corrective action.

- E 4.4 Employees who are eligible to receive a semi-annual or annual increment shall have their review date adjusted as follows:
- E 4.4.1 In the case of personal leave of absence without pay, the review date will be adjusted by the amount of time that the personal leave exceeds 30 consecutive calendar days.
 - E 4.4.2 In the case of Layoff, Workers Compensation Leave, Sick Leave and Maternity Leave, an employee who has an annual review date will have their review date adjusted by the amount of time exceeding 90 consecutive calendar days.
- E 4.5 If employees who are entitled to receive a semi-annual increment have been absent from work for a period in excess of 2 pay periods, such employees shall not be eligible for an increment until they have completed 5 months service from their last review date.
- E 4.6 If employees who are entitled to receive an annual increment have been absent from work for a period in excess of 3 pay periods, such employees shall not be eligible for an increment until they have completed 11 months service from their last review date.
- E 4.7 Absence for the purpose of Articles E 4.5 and E 4.6 above shall include all time off work with the single exception of the employee's regular annual vacation.
- E 4.8 Increments within a salary range shall be effective from the commencement of the pay period in which the employee's review date falls.

Reclassification

- E 4.9 The classifications covered by this agreement shall be as set forth in Appendix "A" attached hereto, and any amendments made thereto from time to time. Classifications will have a corresponding Job Family Level as agreed to with the implementation of the Job Family Profiling (JFP) job evaluation system and the associated Salary Structure.
- E 4.10 The reclassification of a position shall be governed by the Corporation's assessment of the duties to be performed and the corresponding qualifications required. This assessment will be made using Manitoba Hydro's job evaluation system.
- E 4.11 Employees shall have the right to request a review of their position if there is a clearly defined change in their duties and responsibilities. Such a request shall be made through a Job Level Review (step 1) and, if necessary, a Job Level Appeal (step 2).

E 4.11.1 Job Level Review (Step 1) - Should an employee (or a group of employees) request a review of their position, they will be required to prepare a complete review package of their position(s) and submit the package to their Supervisor or Manager. Should the request be made by a group of employees, a designated spokesperson will be chosen to represent the group. The spokesperson will submit the request for review to his or her supervisor on behalf of the whole group.

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

- a) Human Resources will assess whether there is sufficient documented information to continue with the appeal. If not, the employee will be asked to re-submit the appeal with additional supporting documentation.
- b) The employee will receive notification of receipt of the appeal request within 10 days. (A copy of this notification will also be sent to the bargaining unit.)
- c) The employee will be given the opportunity to present their case to an Appeal Committee which comprises 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 union rep will also attend.
- d) The appeal hearing will:
 - Review the information provided by the employee.
 - Review any relevant documentation.
 - Open the hearing for comments and questions.
 - Be heard within one year of receiving the completed appeal request.

The Corporation will endeavour to provide the President of CUPE with a status update on any Reclassification that is delayed beyond six months.

- e) Based on the following criteria, the Appeal Committee will decide whether there is enough information to support changing the employee's pay grade level:
 - Has the employee demonstrated why the proposed pay grade level best fits their job?
 - Has the employee given specific examples to illustrate their reasoning?
 - Is there supporting documentation or evidence to support the argument?
- f) The Chair of the Appeal Committee will notify the employee in writing of the Committee's decision, and the reasons for it, within 10 days of the hearing.
- g) The Appeal Committee decision will be by consensus, and will be final and binding.

E 4.12 When employees are reclassified to a higher level position due to position review/appeal, salary treatment shall be in accordance with Article E 2.3, retroactive to the date of request for reclassification.

E 4.13 It shall not be necessary to advertise a position, which had been reclassified to the benefit of the incumbent.

E 4.14 When a position is reclassified, the employee in that position, and the Union, shall be advised in writing by the immediate supervisor or Manager. The employee and the Union shall be provided with a copy of the revised job description.

ARTICLE 5 CO-OP STUDY PROGRAMS

E 5.1 Individuals employed under this program will be classified at the appropriate hourly paid classification and will be subject to the terms and conditions of the Collective Agreement with the following exceptions:

E 5.1.1 These employees will not be subject to displacement or bumping under the provisions of Article I 2 while they are employed under this program.

E 5.1.2 These employees will not accrue union seniority or corporate service with respect to Personal Leaves of Absences – Article F 4; or with respect to placement, bumping or displacing other Manitoba Hydro employees – Article I 2; or with respect to applying on job postings – Article E 1; or with respect to the completion of the probationary period – Article C 1.

E 5.1.3 Following the expiration of the temporary work experience, it is agreed by both parties that their employment with Manitoba Hydro will be terminated.

E 5.1.4 Any outstanding benefits or allowances owing will be paid on termination of employment.

E 5.1.5 C.U.P.E. Local 998 will be notified of all individuals employed under this program.

Placements in the Engineering discipline

E 5.2 This program will provide temporary work experience opportunities for a maximum of 6 third year University students, each no more than 16 months duration.

Placements in the Information Technology discipline

E 5.3 This program will provide temporary work experience opportunities for a maximum of 8 University or Community College students, each no more than 6 months duration.

Placements in the Business discipline

E 5.4 This program will provide temporary work experience opportunities for a maximum of 15 University students, each opportunity no more than 8 months duration.