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Proposed Changes to the Collective Agreement

between

IBEW Local 2034
and
Manitoba Hydro

Overview

- The following slides outline the changes that have been proposed for a new Collective Agreement between IBEW Local Union 2034 and Manitoba Hydro.
- Please take the time you need to review and understand each of the proposed changes. Members will be asked to vote on whether or not to accept this package.



1. TERM OF CONTRACT

- Contract duration – 2 Years
- February 5, 2022 - December 31, 2023

2. GENERAL WAGE INCREASES

- February 5, 2022
GWI to be determined through voluntary arbitration (with a 2% guaranteed minimum).
- January 1, 2023
GWI to be determined through voluntary arbitration (with a 2% guaranteed minimum).



GENERAL WAGE INCREASES CONT'

- Note 1: The arbitrator will be selected jointly, and a time set for the hearing as soon as reasonably practicable.
- Note 2: Hydro commits that its position at the voluntary arbitration on GWI's for 2022 and 2023 will be 2% in each year.
- Note 3: The parties agree to split the costs associated with voluntary arbitration equally.



3. SERVICE RECOGNITION PAYMENT

- A one-time service recognition payment of **\$2,000** will be paid to all IBEW members active on the payroll as of the ratification date (subject to the notes below).
- Note #1: student status employees do not qualify for the payment.
- Note #2: this payment will be made within 90 days of ratification.
- Note #3: this payment is considered a lump sum, is subject to statutory deductions, and is not pensionable.



SERVICE RECOGNITION PAYMENT CON'T

- Note#4: employees who retired from Manitoba Hydro between February 5, 2022 and the date of ratification will be eligible for a prorated service recognition payment, to be calculated based on the amount of time active on the payroll during the period above. For example, if an employee was active for 75% of the period above prior to retiring, they will receive 75% of \$2,000, or \$1,500. Those on pre-retirement leave at the date of ratification will be eligible for the full \$2,000.
- Note #5: employees hired between May 1, 2023 and the date of ratification will be eligible for a flat prorated service recognition payment of \$250.



4. ITEMS TO BE CONCILIATED AND ARBITRATED (IF NECESSARY)

- The parties will mutually agree on a conciliator and work with such conciliator over a maximum of 7 workdays to try and resolve the following items/proposals. Any of the following items/proposals not resolved by mutual agreement through conciliation will be added to the scope of the voluntary arbitration hearing. The parties agree to split the costs associated with conciliation equally.

Proposal Number	Description
IBEW #2	Standby Rates of Pay
IBEW #7	Mileage Rates
IBEW #34	Resolving Non-Technical Issues from Home
IBEW #41	Working on a Corporation Holiday
IBEW #52	Northern Leave



5. BENEFITS

Amend Appendix B – Health Plans as follows:

Health Spending Account

- The Health Spending Account will be credited with ~~\$550~~ **\$750** per calendar year.

Extended Health Benefits Plan

- **Chiropractic** – Services rendered by a Chiropractor. Maximum ~~-\$350~~ **\$500** per person per year.
- **Massage Therapy** - Services rendered by a licensed Massage Therapist. Maximum - ~~\$350~~ **\$500** per person per year.

Note: Benefit increases will be effective for expenses occurred during the calendar year in which a new collective agreement is ratified.



6. UNION SECURITY

- Introduce a new article A_{4.1} as follows:

A_{4.1} New employees covered by the terms of this agreement shall, as a condition of continued employment, become members of the Union on the successful completion of their probationary period, and shall remain members in good standing for the duration of this agreement.

Note: The current A_{4.1} will become A_{4.2} and the balance of the Article will be renumbered accordingly.



7. DISCIPLINE (JOB SELECTIONS)

- Amend A13.3 to read as follows:

A13.3 Letters of reprimand, warnings and suspensions on file shall not automatically disqualify candidates for job selection, and discretion should be applied reasonably taking into account the individual merits of the situation. Further, letters of reprimand or warnings which are older than 12 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 12-month period and letters of 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.



8. SICK NOTES

Amend the language of F3.4 to read as follows:

- F3.4 In instances where abuse of sick leave is suspected, the Corporation may require an employee who has been absent because of sickness, to furnish a certificate from a duly qualified medical physician, nurse practitioner, clinical psychologist or, for employees at a work location north of the 53rd Parallel outside of a fifty (50) kilometre radius of Churchill, Flin Flon, Gillam, The Pas or Thompson, registered nurse certifying as to the inability of the employee to attend their regular duties. In the event the employee fails to furnish such certificate, time absent from work shall be considered as unauthorized absence and without pay.



9. BEREAVEMENT LEAVE

- Amend article F6.1.1 as follows:

F6.1.1 ~~In the event of the death of a designated family member—brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, or grandchild, an~~ An employee shall be granted up to ~~3~~ five (5) days leave with pay in the event of the death of the employee's spouse, child (including in the event of a miscarriage or stillbirth within twenty (20) weeks of the estimated due date for which the employee does not otherwise qualify for maternity leave), parent, guardian (as appointed by a court of competent jurisdiction) or parent-in-law.

F6.1.1.1 ~~In the event of the death of a spouse or a child, mother, father, mother-in-law, father-in-law, an~~ An employee shall be granted up to ~~5~~ three (3) days leave with pay. Spouse, child, mother, father, mother-in-law, father-in-law shall also be considered as designated family members. in the event of the death of the employee's sibling, child-in-law, sibling-in-law, grandparent, grandparent-in-law, or grandchild.



10. OUT OF HQZ PERSONAL VEHICLE USE

- Amend the language of H1.3 to read as follows:

H1.3 Employees who are assigned to work in another headquarters zone will be provided with transportation (Corporate or public) and travel time to the other headquarters zone on the first and last days of the assignment. Employees who wish to use their own vehicle in lieu of Corporate provided transportation may request to use their own vehicle. If supervisory approval is granted, which approval shall not be unreasonably denied, they will be reimbursed at the Corporation Policy P660 Unassigned Vehicle Rate, or Carpool rate where applicable, per kilometer on the most direct road route between the locations involved.



11. VACATION REQUESTS

- Amend the language of F2.3 to read as follows:

F2.3 The dates of all vacations are subject to a request by an employee and for approval of the appropriate official of the Corporation, who will endeavour to consider and respond to the employee as soon as possible and in any event within two (2) weeks of the appropriate official becoming aware of the request.



12. NON-EMERGENCY FAMILY RESPONSIBILITY LEAVE

- Add the following eligibility language to article F7.3:
 - a single day closure of an underage (less than 12 years of age) dependent's school due to an in-service.



13. UNSCHEDULED OVERTIME

- Amendment to article D1.2.1.5 as follows:

D1.2.1.5 Where overtime work is not scheduled in accordance with Article D1.2.1, the overtime work will be treated in the same manner as a call-out (unscheduled) with respect to the minimum of 1 hour or 3 hours overtime pay, overtime meals and traveling time.



14. REST TIME

- Amend D1.10.2 as follows:

D1.10.2 Employees who work ~~±6~~ 14 hours in any 24-hour period will be granted 8 consecutive hours of ~~off duty time~~ rest at their home or temporary accommodations while working out of headquarters zone (work-related travel time outside of the employee's headquarters zone will be considered time worked and will not be considered part of the rest period). If any portion of the 8 consecutive hours of ~~off duty time~~ rest 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~~ rest after ~~±6~~ 14 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~~ rest is provided.

Employees will make reasonable efforts to inform their supervisor when they are approaching ~~±6~~ 14 hours in a 24-hour period, to discuss rest time and return to work considerations, as well as allow the supervisor to make alternate arrangements and updates to customers. Safety of employees and the public should always be the major consideration.



15. CORPORATE HOLIDAYS

- Amend F1.1 as follows to add the National Day for Truth and Reconciliation as a corporate holiday:

F1.1 For the purpose of this agreement, the following holidays are defined as Corporation Holidays for all employees.

*New Year's Day

*Louis Riel Day

*Good Friday

*Victoria Day

*Canada Day (July 1st)
Civic Holiday

*Labour Day

National Day for Truth and Reconciliation

*Thanksgiving Day

+Remembrance Day

#Christmas Eve (half day)

*Christmas Day
Boxing Day

* *Denotes the holidays for which employees, including those laid off or terminated, may be eligible to receive payment in accordance with the Employment Standards Code.*

Christmas Eve holiday will be observed on the last working day prior to Christmas Day commencing after the first half of the employee's regular shift.



16. 9-DAY WORK SCHEDULE – CORE HOURS & FLEX-TIME

- Amend C3.6.2 and C3.6.3 as follows

C3.6.2 The core hours of work for all full-time employees will be 9:30 a.m. to 3:00 p.m. (excluding lunch).

C3.6.3 Employees may commence their workday between 6:30 a.m. and 9:30 a.m. and end their work day at/or between 3:00 p.m. and 6:00 p.m. (reflecting standard hours of work of 7 hours and 55 minutes per day, 9 days biweekly).



17. EMERGENCY RESPONSE CREW (ERC) OVERTIME BANK

- Within 90 days of ratification, amend D1.14.7:

D1.14.7 Effective ~~April 1 2016~~ [90 days following date of ratification], employees who are fulfilling Emergency Response Crew (ERC) responsibilities outside normal work hours and who cannot be granted equivalent time off in lieu shall be eligible to bank up to ~~120~~ 140 regular hours in a vacation year (non-replenishable).



18. SAFETY FOOTWEAR ALLOWANCE

- Amend G6.1.1 and G6.1.2 as follows:

G6.1 An employee who purchases approved safety footwear for use on the job shall be reimbursed by the Corporation:

G6.1.1 ~~85%~~ **100%** of the purchase price up to a maximum of ~~\$220.00~~ **\$250.00** per vacation year.

G6.1.2 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%~~ **100%** of the purchase price. Maximum reimbursement with a carryover is ~~\$440.00~~ **\$500.00**.



19. LEAVE FOR UNION BUSINESS

- Amend F5.6.1 as follows:

F5.6.1 An employee who has been granted leave of absence without pay for the purpose of accepting a full-time position with Local Union 2034, I.B.E.W. will retain bidding rights on internal job postings for the length of the approved leave on the provision that the employee must be available for work within a reasonable time frame. An employee will retain seniority for job selection purposes. Where the leave is for less than 24 consecutive months, an employee may return to the position held immediately prior to going on leave where that position is available. Where the position is not available, they will be placed in an existing vacancy for which they are qualified.



20. CLASS-D HELICOPTER PREMIUM

- Introduce a new letter of understanding for employees performing Class D long-lining work as follows:

Effective August 1, 2021, employees who are required to perform class D long-lining work while hanging directly from a helicopter above the ground shall receive, in addition to their basic hourly rate of pay, an hourly premium equal to fifty percent (50%) of their basic hourly rate of pay for each hour or part of an hour so worked.



21. SICK LEAVE (COVID-19)

- The Corporation will make a one-time allocation of 39.6 hours to sick leave. This allocation will become available to employees within 90 calendar days following ratification of the collective agreement.

Note: These hours do not have cash value and will also not result in the 246-day limit being exceeded.



22. WELLNESS SUBSIDY

- Update article G2.2.2 to reflect expanded scope of policy beyond traditional fitness items:

G2.2.2 Employees are eligible for the fitness wellness subsidy program in accordance with policy P527 – Fitness Wellness Subsidy Program.



23. LUNCH RATE FOR OVERTIME MEALS

- Amend D1.17.1 as follows:

D1.17.1 Where it is not practical or feasible to provide or purchase a meal (e.g., system emergency, customer power restoration, meal facilities not readily available, etc.), employees will be provided with an overtime meal allowance of \$23.00, which is equivalent to what CRA deems fair and reasonable. Taxation of overtime meals will be applied in accordance with CRA regulations. ~~the lunch meal rate in Article H1.2 (subject to taxation via payroll deduction)~~



Summary:

In summary, the changes to the collective agreement that have been tentatively agreed to are:

- General wage increases of a minimum of 2% in each year (for 2022 & 2023) sent to arbitration.
- A one-time Service Recognition Payment of \$2000.
- Five (5) proposals to be resolved through conciliation or arbitration.
- Increased Health Benefits.
- Limits on how long discipline letters may be considered in job selection.
- Time limits on vacation requests.
- Scope added to Non-Emergency FRL.
- Increase to ERC OT bank.
- An additional hourly premium for Class- D helicopter work.
- Addition to sick leave credits.
- OT meal rate adjustment.

