



**Telecommunications Employees  
Association of Manitoba  
TEAM-IFPTE LOCAL 161**



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**OFFICIAL UNION GRIEVANCE FORM**

<b>Name of Aggrieved:</b> TEAM-IFPTE Local 161 (the "Union")	<b>Grievance #:</b> T2015-10-08
<b>Department:</b> MTS Inc. (the "Company") - POLICY Grievance	<b>Date:</b> 2015-10-08
<b>Name of Immediate Supervisor/Manager:</b> Don Rooney, Director of Labour Relations	<b>Location:</b> Winnipeg, MB

**Description of Grievance (indicate contract articles violated):**

The Company fills permanently vacated positions with Acting Appointments instead of following Article 8 of the TEAM CBA, and contrary to the provisions of Article 9.

In Article 9.01 of the TEAM CBA, the definition of an "Existing Vacancy" speaks only to situations where there is an expectation that the position incumbent will return to the position at some point in the future:

*"Existing Vacancy" shall mean a vacancy in an existing position of a non-permanent nature for reasons such as sick leave, vacation relief, workers compensation or leave of absence."*

Situations where the position incumbent does not intend to return are not included in this definition.

As such, TEAM does not consider a vacancy resulting from a permanent departure to be an "Existing Vacancy".

Nor, based on the wording of Article 9.01, would it be considered a "Temporary Vacancy":

*"Temporary Vacancy shall mean a newly created position of a non-permanent nature for reasons such as a special project or assignment."*

Therefore, if it is neither an "Existing Vacancy" nor a "Temporary Vacancy", it cannot be filled by means of an "Acting Appointment" pursuant to Article 9.

For example: In August 2015, the Company assigned an employee (██████████) to an Acting Appointment in the permanently vacated position of "██████████", replacing the previous position incumbent (██████████) who retired. The Company categorizes this assignment as an "Existing Vacancy".

In doing so, without excluding any other statute or regulation or any other applicable provision of the collective agreement, the Union asserts that the Company is in violation of articles 8 and 9 which together require a posting of this job opportunity. Laterally, the Company is not acting reasonably, fairly, or in good faith in interpreting and applying the provisions of article 9.01 and article 8, and is therefore in violation of article 18.04.

