



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



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OFFICIAL UNION GRIEVANCE FORM

Name of Aggrieved: TEAM-IFPTE Local 161 (the "Union")

Grievance #:
T2015-10-20

Department: MTS Inc. (the "Company") - POLICY Grievance

Date:
2015-10-20

Name of Immediate Supervisor/Manager: Don Rooney,
Director of Labour Relations

Location:
Winnipeg, MB

Description of Grievance (indicate contract articles violated):

This complaint arises because MTS recently assigned a TEAM member to an Acting Appointment in a newly created permanent position of "[REDACTED]". Additionally, TEAM recently learned that MTS assigned TEAM members to an Acting Appointment in a newly created permanent position of "[REDACTED]". TEAM asserts that these are violations of the collective agreement since the acting appointment opportunities were not posted.

"Acting Appointments" are defined in Article 9.01 of the MTS Inc. and TEAM Collective Agreement as follows: *"Acting Appointments shall mean the assignment of employees to an Existing Vacancy or Temporary Vacancy."*

"Existing Vacancy" is defined as a *"vacancy in an existing position for reasons such as sick leave, vacation relief, workers compensation or a leave of absence."*

"Temporary Vacancy" is defined as a vacancy in *"a newly created position of a non-permanent nature for reasons such as a special project or assignment."*

The Collective Agreement does not provide for any other type of Acting Appointment.

These assignments are not to an Existing Vacancy or a Temporary Vacancy. These newly created positions are not positions of a non-permanent nature.

MTS violated 9.01 and did not act reasonably, fairly nor in good faith when exercising its right to promote, transfer or demote TEAM members.

Article 18.04 obligates the Company to administer the collective agreement reasonably, fairly and in good faith.

MTS's failure to post has violated articles 8, 9 and 18.04. MTS has not acted reasonably, fairly nor in good faith when exercising its right to promote, transfer or demote TEAM members.

TEAM intends to rely on and hereby requests by way of preliminary motion, production of all documents and records and full particulars that deal with the above stated facts and allegations from the Company.

Settlement Desired:

1. An order declaring MTS violated the 2013-2016 Collective Agreement as alleged.
2. An order requiring MTS cease and desist from violating the Collective Agreement.
3. An Order directing the Company to comply with the letter and spirit of articles 8 and 9.
4. Damages, including punitive damages or such other head of damages as the Arbitration Board determines appropriate, payable to TEAM, for the Company's failure to post.
5. Any other remedy necessary to place TEAM and affected TEAM members in the position they would have been but for the violations.
6. Any other remedy which is just and equitable under the circumstances.

Signed: _____
(Aggrieved Employee)

Signed: _____
(TEAM Representative)

Date: _____

At TEAM we recognize and respect the importance of privacy. Personal information collected will be used for the purposes of administering the terms of the Collective Agreement (CA); communicating with the membership; operating/managing and organizing our business; investigating and determining whether the Employer is in compliance with the requirements of the CA and relevant federal and provincial legislation; and handling grievances. For additional information regarding TEAM's privacy policy, view TEAM Website at www.teamunion.mb.ca or contact the TEAM Office at 204-984-9870.