



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



Tel: (204) 984-9470      200 - 1 Wesley Avenue, Winnipeg, Manitoba R3C 4C6  
Fax: (204) 231-2809      MTS Internal Mail: B2000      Email: team@teamunion.mb.ca

**OFFICIAL UNION GRIEVANCE FORM**

<b>Name of Aggrieved:</b> TEAM-IFPTE Local 161 ("TEAM" or "the Union")	<b>Grievance #:</b> T2017-08-03
<b>Department:</b> POLICY GRIEVANCE – Bell MTS Inc.	<b>Date:</b> 2017-08-03
<b>Name of Immediate Supervisor/Manager:</b> Don Rooney, Director Labour Relations, Environment, Health & Safety	<b>Location:</b> Bell MTS Inc.

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

Without excluding any provision of the Canada Labour Code or its regulations or any applicable provision of any previous or current TEAM/MTS Inc. collective agreement (CA), TEAM-IFPTE Local 161 ("TEAM" or "the Union") asserts that Bell MTS Inc., formerly MTS Inc. ("Bell MTS" or "the Employer") is in violation of Article 7.06 as it has not established consistent or appropriate Net Credited Service (NCS) dates that comply with the definition provided in the CA for some TEAM members, and specifically for some members who worked part-time in another bargaining unit prior to entering TEAM's jurisdiction.

Article 7.06, which defines Net Credited Service, is set out below:

*The Net Credited Service Date is:*

- (1) The original date of engagement for employees having no deductible absence.*
- (2) A revised date to include the number of days, months and years of deductible absence.*

*The Net Credited Service Date of an employee shall be retained and continue during periods of authorized Leave of Absence or when on Workers Compensation, special assignment, or Union Leave of Absence.*

*The Net Credited Service Date may be revised to reflect deductible absence or accumulated service (bridged) as per Corporate Policy 204.07 in force at the time of signing of this Agreement.*

In the TEAM CA, the NCS date factors into calculations for several entitlements and provisions; for instance: paid vacation and sick leave entitlements, selection for layoff and recall, voluntary departure incentives, and severance amounts.

Unlike the other two Bell MTS bargaining units, where NCS is calculated differently for part-time employees and full-time employees, the TEAM CA does not differentiate between part-time and full-time status when it comes to establishing NCS dates. Assuming neither have any deductible absences, a Regular Full-Time employee and a Regular Part-Time employee starting in the TEAM bargaining unit on the same day will have the same original date of engagement and the same NCS date.

TEAM recently became aware that Bell MTS does not consistently revise NCS dates to align with the

TEAM CA for employees who worked part-time in other bargaining units before they entered TEAM on a permanent basis. At times, the Employer carries over and continues to use the NCS dates as calculated under the other CA's. This results in these employees having NCS dates that are days, months, or even years later than their original date of engagement with the Employer, which in turn has led to several employees not receiving the correct allotment of paid vacation and sick leave credits they would otherwise be entitled to if their NCS dates had been revised as required.

TEAM asserts that the Employer has been aware of this issue, but that rather than revising the NCS date upon transfer into the TEAM jurisdiction, the Employer's established practice has been to revise the NCS date only when employees request the change through Human Resources. This established practice goes back to at least 2000. After TEAM raised this issue with the Employer in or around April of 2017, the Employer denied a member's request to correct the NCS date despite its long-standing practice to adjust the NCS date upon request.

TEAM is aware of at least one occasion where in revising an employee's NCS date to align with their original date of engagement, the Employer credited back 'missed' vacation that the employee would have received but for the original failure to revise the NCS date when the employee became permanent in TEAM's jurisdiction.

TEAM also asserts that it has been the Employer's consistent established practice to increase the number of paid sick days available to an employee based on the revised NCS date.

With regards to 'missed' vacation entitlements, by opting to only revise NCS dates for employees who requested it, TEAM calculates that the Employer has benefited from a significant financial savings to be further particularized once the Employer provides TEAM a complete list of affected TEAM members. At this point in time, TEAM estimates that the potential value of the 'missed' vacation entitlement exceeds \$100,000.

TEAM views the Employer's inconsistent and delayed application of Article 7.06 as extremely unfair and unreasonable, and questions whether the Employer has acted in good faith. Additionally, TEAM views the Employer's recent decision to refuse to apply article 7.06 and to stop revising NCS dates altogether as especially unfair and unreasonable considering that Bell MTS recently completed a workforce downsizing initiative wherein the NCS date factored into determining such important matters as departure incentive payouts, selection for layoff and recall, and severance payouts. Therefore, TEAM further asserts that Bell MTS has violated article 18.04, which requires the Employer to act fairly, reasonably, and in good faith while exercising its rights in administering the CA.

As TEAM only recently became aware of the breach, and as the pertinent CA wording remains consistent from the very first TEAM CA (1987-1988) to the current CA (2016-2019), and as the matter involves rights that have vested, TEAM is filing this grievance and seeking remedy under all CA's going back to 2000, the year it seems that Bell MTS began the established practice (1998-2001; 2001-2004; 2004-2007; 2007-2010; 2010-2013; 2013-2016; and 2016-2019).

TEAM intends to rely on and hereby requests early production and/or access to all documents and records that deal with the above stated facts and allegations, which are in the possession of the Employer.

**Settlement Desired:**

1. A declaration that Bell MTS has violated the provisions of the CA referred to herein;

2. An order requiring Bell MTS to apply article 7.06 in a consistent manner and make the necessary revisions to employees' NCS dates accordingly;
3. An order requiring Bell MTS to retro-actively compensate all impacted employees for all entitlements and benefits, including but not limited to paid sick leave and vacation entitlements, lost since 2000 due to the Employer's inconsistent and delayed application of article 7.06;
4. All other necessary remedies to place the Union's members in the position they would have been in but for the breaches outlined above;
5. Damages for Bell MTS's breach of its duty to administer the CA in good faith; and
6. Any other remedy which is just and equitable under the circumstances.

Signed: \_\_\_\_\_

(Aggrieved Employee)

Signed: \_\_\_\_\_

*E. Spencer*  
(TEAM Representative)

Date: \_\_\_\_\_

*2017-08-03*

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](http://www.teamunion.mb.ca) or contact the TEAM Office at 204-984-9870.

