



**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 (or "the Union")	<b>Grievance #:</b> T2017-03-13
<b>Department:</b> POLICY – MTS Inc.	<b>Date:</b> 2017-03-13
<b>Name of Immediate Supervisor/Manager:</b> Don Rooney, Director Labour Relations, Environment, Health & Safety	<b>Location:</b> MTS Inc.

**Description of Grievance (indicate contract articles violated):** Without excluding any provision of the Canada Labour Code or its regulations or any other applicable provision of the current TEAM/MTS Inc. Collective Agreement (CA), TEAM-IFPTE Local 161 ("TEAM" or "the Union") asserts that MTS Inc. ("MTS" or "the Employer") has intentionally misrepresented the total number of contractors, the names of contractors and other information required to be reported to TEAM pursuant to the Letter of Understanding, Contracting-In (or "the LOU"). As a result of this misreporting MTS has failed or neglected to remit the appropriate amount of dues for every contractor performing TEAM bargaining unit work.

The LOU provides, in relevant part, as follows:

- The number of contractors in the TEAM bargaining unit cannot exceed 6% of TEAM's total bargaining unit ("the 6% Cap"); (Point 2)
- To compensate the Union for lost dues, the Employer must remit on a monthly basis, "the equivalent of one hour's salary calculated bi-weekly on the basis of the top step of Salary Group 5, Appendix C, for every contractor performing TEAM bargaining unit work"; (Point 4)
- The Employer must provide the Union with a monthly report listing all of the contractors performing TEAM bargaining unit work, including the total number of contractors, and for each contractor
  - their name;
  - the position title that best matches the work they are performing;
  - the expected duration of their assignment;
  - the applicable Vice President group designation;
  - their work location; and
  - the reason for their assignment, i.e. specialized skills, knowledge and expertise, project/program name, workload; (Point 5)
- While the LOU is in force, the Union will not grieve the Employer's use of contractors performing TEAM bargaining unit work providing that the Employer complies with the LOU. The Union may grieve a breach of the LOU; (Point 6)
- If the number of contractors performing TEAM bargaining unit work exceeds the 6% Cap in Point 2 without the Union's agreement, the Employer must remit an increased amount in compensation for lost dues, i.e. "the equivalent of one hour's salary calculated bi-weekly on the basis of the top step of Salary Group 308, Appendix C, for every contractor performing TEAM bargaining unit work"; (Point 7)

- If the number of contractors performing TEAM bargaining unit work exceeds the 6% Cap continuously for six months, the Union has sole discretion to terminate the LOU and grieve the use of contractors performing TEAM bargaining unit work. (Point 8)

The Union asserts that the Employer has violated the LOU by failing to report all contractors performing TEAM bargaining unit work and thus not providing the Union with appropriate compensation for lost dues and, where applicable, additional compensation for exceeding the 6% Cap.

The Union further asserts that the Employer's 'misreporting' or failure to report all required contractors is a deliberate action by MTS Inc. to inaccurately represent the number of contractors actually falling under the purview of the LOU. As such, the Union believes that MTS Inc. is behaving in a manner that is contrary to Article 18.04, which requires the Employer to act reasonably, fairly, and in good faith in administering the CA.

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 MTS.

**Settlement Desired:**

1. A preliminary order requiring MTS to undertake a full accounting/reporting of all contractors performing TEAM bargaining unit work including fulsome explanations as to why certain contractors have been excluded from the required reporting;
2. A declaration that MTS has violated the LOU and the provisions of the CA referred to herein;
3. An order requiring MTS to properly report all contractors performing TEAM bargaining unit work in accordance with the LOU;
4. Full compensation for lost dues for all unreported contractors retroactive to the start of their respective assignments;
5. Where the 6% Cap has been exceeded, full compensation for lost dues retroactive to the date the threshold was exceeded;
6. If the order requested in #1 above (or the evidence at Arbitration) reveals that the 6% Cap has been exceeded for a period of 6 months, TEAM requests a declaration that the LOU has been terminated pursuant to point 8 of the LOU and all such relief associated therewith;
7. Any remedy that is just and equitable to place TEAM and its members in the position they would have been in had the LOU and CA not been breached by MTS.

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

(Aggrieved Employee)

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

(TEAM Representative)

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

March 13, 2017

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.