



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



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OFFICIAL UNION GRIEVANCE FORM

Name of Aggrieved: TEAM-IFPTE Local 161 ("TEAM" or "the Union")	Grievance #: T2017-05-02
Department: POLICY – MTS Inc.	Date: 2017-05-02
Name of Immediate Supervisor/Manager: Don Rooney, Director Labour Relations, Environment, Health & Safety	Location: 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 BellMTS, the successor to MTS Inc., ("MTS" or "the Employer") has violated the Letter of Understanding between the parties regarding Sales Bonus/Commission Plans ("the LOU"), at page 80 of the CA booklet, as follows:

1. Failure to meet and review the Sales Bonus/Commission Plans ("the Plans") for 2017 with TEAM prior to distribution;
2. Making adjustments to sales bonus/commission plans that are not fair and reasonable; and
3. Failure to provide the Union with a report at the end of the 2016 sales year, detailing for each plan participant: their name, name of sales plan, and the amount of bonus/commission received.

The Employer failed to meet and review with TEAM the Plans for the 2016 sales year prior to distribution; a breach that TEAM raised with MTS and took exception to at the time. In 2017, the Employer again failed in this regard, demonstrating to TEAM an unacceptable pattern of behavior and an unwillingness to respect the provisions of the LOU agreed to by the parties.

Furthermore, and despite TEAM's request to do so, the Employer has not yet provided the Union with the Plans for 2017. The Plans were apparently distributed to participating employees around the beginning of March 2017.

TEAM has been informed by members, but is unable to confirm as a result of the Employer's breach of the requirement to review the Plans prior to distribution, that unfair and unreasonable adjustments have been made to the sales bonus/commission plans that unfairly exclude TEAM members or otherwise unfairly reduce entitlements.

TEAM further asserts that the requirement for the parties to meet and review the plans prior to distribution necessarily includes a review of the sales objectives established for all Plan participants. For a majority of participants, the sales objectives are captured in individual compensation target letters. When TEAM requested the compensation target letters be provided as part of the Plans, the Employer stated it does not believe that these letters actually form part of the Plan(s), even though the

information contained in them, i.e. sales objectives, has been readily included and provided to TEAM as "Plan Details" of other bonus plans provided in the past. Indeed, objectives and targets are important metrics of all sales plans, against which employee performance is measured and compensation determined.

TEAM thinks it is not fair or reasonable for the Employer to categorize sales objectives as "Plan Details" for some bonus plans while failing to recognize them as part of all bonus plans. As such, in addition to a further breach of the LOU by failing to provide all details of the Plans for review prior to distribution, the Union believes that MTS has also violated Article 18.04, which requires the Employer to behave fairly, reasonably, and in good faith in exercising its Corporate Rights 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 the Employer.

Settlement Desired:

1. A declaration that MTS has violated the aforesaid provisions of the CA as asserted herein;
2. An order requiring the Employer to immediately provide the Union with the required reporting for the 2016 sales year;
3. An order requiring the Employer to immediately provide the Union with all of the Plan details for the 2017 sales year, so that the Union may review them;
4. A declaration that individual sales objectives constitute part of the Plans, and an order requiring the Employer to provide this information to TEAM for all employees participating in the Plans in 2017 and on a go-forward basis;
5. An order requiring the Employer to meet with the Union to review the Plans for 2017 as soon as possible;
6. Damages to compensate TEAM for the Employer's flagrant violations of the CA; and
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: Spencer
(TEAM Representative)

Date: May 2, 2017

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.