

FOR THE COLLECTIVE AGREEMENT

BETWEEN

**TELECOMMUNICATIONS EMPLOYEES ASSOCIATION OF MANITOBA –
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL 161**

AND



unifor

theUnion | lesyndicat

LOCAL 191

July 29, 2015 – July 28, 2017

Article 1 - Scope and Application of the Agreement

- 101 The Employer recognizes Unifor Local 191 as the exclusive collective bargaining agent for all employees covered under Certificate No. MLB 7014.
- 102 This Agreement shall remain in full force and effect for a period of 2 years following ratification.
- 103 Unless terminated upon a ninety day written notice given by either party, to the other party, prior to the expiry of the term set out in Article 102, this Agreement shall continue in full force and effect thereafter, until terminated at any time by ninety (90) days written notice.
- 104 Either party may give written notice to the other party within the period of four (4) months prior to the expiration of this Collective Agreement to commence collective bargaining for the purpose of renewing or revising this Collective Agreement.

Article 2 - Classifications

- 201 There shall be three job classifications:
1. Labour Relations Officer
 2. Labour Relations Analyst
 3. Administrative Assistant

Article 3 – Wages

- 301 Wages shall be paid bi-weekly (every second Friday) to each employee in accordance with Schedule “A” which is part of this Agreement. Where a TEAM General Holiday falls on a payday, employees will be paid on the preceding work day. Wages set out in Schedule “A” are quoted in terms of gross annual rate.
- 302 Salaries shall be adjusted annually according to the percentage increase negotiated for TEAM members and/or any applicable signing bonus or lump sum where it is directly related to the signing of the TEAM Collective Agreement where every member is eligible.
- 303 An employee’s anniversary date for incremental wage increase purposes shall be the date on which she/he started employment with TEAM or in the case of seconded employees, the date the secondment began.
- 304 Incremental wage increases shall be effective on the employee’s anniversary date subject to Article 305.
- 305 The Employer may determine that an employee has not qualified for a scheduled increment due to unsatisfactory work performance.

Article 4 - Hours of Work

- 401 Administrative Assistant and Labour Relations Analyst regular hours of work shall be:
- I. Eight hours per day.
 - II. Eighty hours bi-weekly.
- 402 The core business hours are 8:30 am to 5:00 pm. The Administrative assistant start and finish times as directed by the Executive Director shall ensure that phones and reception are covered during this period.
- 403 Regular hours of work shall:
- a) Not normally commence before 8:30 am.
 - b) Include two paid fifteen minute breaks per working day. The first break will be timed approximately half-way through the morning hours, the second half-way through the afternoon hours.
 - c) Include a paid meal period of one-half hour during each work day.
- 404 The Labour Relations Officer position requires flexibility in terms of start and finish times at the discretion of the Executive Director, however, the regular hours of work will be an average of eighty hours bi-weekly.

Article 5 - Overtime

- 501 Overtime shall mean any authorized time worked in excess of regular hours.
- 502 Overtime shall be compensated at a rate of time and one-half for the first four (4) hours overtime in a week. Overtime beyond four (4) hours in a week shall be compensated at a rate of double time.
- 503 If mutually agreed, an employee may be granted time off in lieu of overtime payment ("banked leave"). It is expected that, subject to the operational requirements of the office, banked leave will be used within three months of the pay period giving rise to the entitlement. If the employee has been unable to use the banked days within three months, then the Employer shall pay out the banked leave as overtime pay.

Article 6 - Annual Vacations

- 601 Annual vacation shall be earned during the period January 1 to December 31 with vacations earned in one vacation year to be taken within the next vacation year.
- 602 The vacation period shall be from January 1 to December 31 with the whole of the calendar year available for vacation to be taken except during TEAM negotiations when the vacation period may be restricted by the Executive Director due to service requirements.
- 603 Paid vacation for existing position incumbents shall not be reduced from current

entitlements. Other than seconded employees from MTS Inc. employees shall be entitled to paid vacation as follows:

- a) Less than two years service will receive at least two weeks vacation with pay in accordance with Manitoba's Employment Standard's Code.
- b) Two years of continuous service as of December 31st, will be entitled to three weeks of paid vacation.
- c) Six years of service as of December 31st, will be entitled to four weeks of paid vacation.
- d) Fourteen years of service as of December 31st, will be entitled to five weeks of paid vacation.
- e) 25 years of service as of December 31st, will be entitled to six weeks of paid vacation.

- 604 When a General Holiday as defined in Article 9 below is observed within an employee's annual vacation he/she shall be granted one (1) additional day vacation. The additional day must be taken as mutually arranged with the Executive Director.
- 605 (a) An employee who resigns, is laid off or dismissed will be allowed vacation, or pay in lieu thereof, in accordance with the vacation credits he/she has earned but not received, including proportionate vacation for the current working year.
- (b) An employee who is retiring shall be allowed to take vacation that he/she has earned but has not received including a proportionate period for service in the current working year, prior to the effective retirement date.
- 606 An employee absent from duty with or without pay for an accumulated period exceeding eight weeks, excluding vacation, maternity/parental leave and on duty accidents, during the twelve months as of December 31, shall be deemed to not have earned a year of continuous service for the purpose of determining vacation entitlement pursuant to Article 603 above and will have his/her vacation period reduced proportionately for each week of absence in excess of the first eight weeks. Less than one-half of the working days worked in a week will constitute a week of absence for vacation credits (five working days average week).
- 607 As late as possible in the calendar year, but by at least December 15, vacation for the upcoming vacation year commencing January 1 shall be scheduled, except for five working days which may be held for unscheduled time off to give employees flexibility to deal with family matters
- 608 Vacations will be scheduled by classification, giving due consideration to the length of service of employees insofar as the exigencies of the office will permit. In the event of a disagreement regarding vacation schedules, the Executive Director shall make the final decision.
- 609 All vacation must be used in the year following accrual and cannot be carried over without the written permission of the Executive Director.
- 610 When an employee is taken ill, meets with an accident, is confined by quarantine

regulations or is called for jury duty:

- a) Shortly before vacation, the Employer will re-schedule the vacation to a later date in the same vacation year, or in exceptional cases, in the next vacation year;
- b) After leaving work to go on vacation, the employee's vacation will not be re-scheduled.

Article 7 - Sick Leave

- 701 Seconded employees from MTS Inc. will receive the same sick leave benefits they are entitled to under the TEAM/MTS Collective Agreement up to a maximum of fifty (50) days. For all other employees, paid sick leave will be available after the first three months of employment.
- 702 (a) After three months employment, employees will qualify for three days sick leave without loss of pay. After six months employment, employees will qualify for an additional six days sick leave without loss of pay for a total of nine days per year for the first two years of service.
- (b) On completion of two years continuous service as of December 31st, all employees will qualify for an additional six days sick leave without loss of pay for a total of fifteen days sick leave per year for each subsequent year. Unused sick leave shall be allowed to accumulate up to a maximum fifty (50) days. There is no payout entitlement for unused sick days upon the expiry of this agreement or when an employees' employment comes to an end.
- 703 Paid sick leave will be charged against and deducted from employees' accumulated sick credits on the basis of half or full days. The following formula shall be used in determining the amount of sick absence to be charged:
- 0 to 2 hours – No sick absence charged
 - Between 2 and 5 hours – Half day absence charged
 - Over 5 hours – One day absence charged

In cases where the less than two (2) hour time period is being abused, employees may have sick absence accumulated in periods of one half day, and such time will be charged against the employee's sick leave credits. When the Employer decides to accumulate such time, it shall notify the employee in writing with a copy to the Union.

Article 8 - Compassionate/Bereavement Leave

- 801 (a) Bereavement leave of up to three (3) working days without loss of pay shall be granted in the event of a death of a spouse, live-in partner, child, parent, sibling, in-laws, grandparents, grandparent-in-law, former legal guardian, fiancé(e), same sex partners and parents of same sex spouse, common law partner, and any other close relative. Common law partner is defined as a person who is cohabitating with the individual in a conjugal relationship, having so cohabitated for a period of at least one year.

(b) Necessary time off up to one day without pay shall be granted to an employee to attend a funeral as a pallbearer or mourner.

802 At the discretion of the Employer, leave may be extended to a maximum of one (1) calendar week.

803 **Compassionate Care Leave**

An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- b) An employee who wishes to take a leave under this section must give the employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period
- c) An employee may take no more than two (2) periods of leave, totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began.
- d) No period of leave may be less than one (1) week's duration.

804 For an employee to be eligible for Compassionate Care Leave, a physician who provides care to the family member must issue a certificate stating that:

- a) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate is issued, or
- b) If the leave was begun before the certificate was issued, the day the leave began; and
- c) The family member requires the care or support of one or more family members.
- d) The employee must give the Employer a copy of the physician's certificate as soon as possible.

805 The provisions of the Employment Insurance Act and any amendments shall apply to all terms and conditions of Compassionate Care Leave, including duration, eligible family members and rights upon return to work.

Article 9 - General Holidays

901 A paid day of rest shall be granted to every full-time employee on or for each of the following General Holidays:

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|----------------------------|------------------|
| New Year's Day (January 1) | Labour Day |
| Louis Riel Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Floater Day | Boxing Day |
| Victoria Day | Terry Fox Day |
| Canada Day | Christmas Day |

and any other holiday declared by the Federal or Provincial Government. Employees become eligible for the Floater Day on the first Monday following Good Friday.

902 Employees shall receive paid time off during the annual office closure between Christmas Eve and New Year's Day. This benefit is in lieu of Personal Leave Days.

Article 10 - Leave of Absence

1001 All requests for leave of absence in excess of one week shall be made in writing four (4) weeks in advance of the date of the leave and may be granted subject to operational requirements as determined by the Employer. Such requests will be considered on their individual merits, but shall not be unreasonably denied.

1002 Union Leave

- a) Subject to at least two (2) or more weeks written notice of request, and no additional cost to the Employer, leave of absence without loss of salary or benefits may be granted to Union members for the purpose of attendance at Union meetings or seminars or other Union work authorized by Local 191 or UNIFOR to a maximum of two members.
- b) Where Union Leave of Absence has been granted, Local 191 or UNIFOR shall reimburse the Employer one hundred percent of the wages and benefits paid to such employees during the approved absence.
- c) Other than seconded employees and subject to four weeks written notice of request, an employee elected or selected to a full-time position with the Union may be granted an unpaid leave of absence for a period not in excess of one year, which leave may be extended at the sole discretion of the Employer for subsequent one year periods. The employee will have the right at any time, upon one month's notice, to return to the employ of the Employer. Such leave may be renewed each year on request during the employee's term of office to a maximum of four years.

1003 Jury Duty and Court Subpoena

An employee who is summoned for jury duty or who receives a summons or a subpoena to appear as a witness in a court proceeding, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the employee shall be remitted to the Employer.

1004 Unauthorized Absence

Any unauthorized absence shall be without pay and may be subject to disciplinary action.

Article 11 - Maternity, Parental and Child Birth Leave

Employees covered by this Agreement who qualify for Maternity Leave may apply for such leave in accordance with Maternity Leave "Plan A" or Maternity Leave "Plan B" but not both.

1101 Plan A – Maternity Leave Without Pay

An employee must have completed six (6) months employment as of the intended date of leave unless otherwise agreed to by the Employer.

- a) The employee shall submit to the Employer a written application for leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave.
- b) The employee shall provide the Employer with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery.
- c) Maternity Leave will be granted for a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in (b); or if delivery occurs after the date mentioned in the certificate, seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in (b) and the actual date of delivery.
- d) Maternity Leave shall commence no earlier than seventeen (17) weeks preceding the date specified in the certificate mentioned in (b) and shall terminate no later than seventeen (17) weeks following the actual date of delivery.
- e) For an employee granted Maternity Leave, employment after termination of the Leave shall be deemed continuous with employment before the commencement of the Leave.
- f) An employee who remains absent from work for a period in excess of seventeen (17) weeks following the actual date of delivery shall forfeit the right to be reinstated (except as in (c) above or where the employee elects to take Parental Leave as outlined in Employment Standards Code Sections 58 & 59 inclusive (mutatis mutandis).

NOTE 1: Maternity Leave shall not exceed a TOTAL period of seventeen (17) weeks except as provided in (c) above.

NOTE 2: If an employee becomes ill prior to the date she has designated as her commencement date for Maternity Leave, she shall be eligible for sick leave provided the need for such leave is substantiated on a Physician's Certificate.

1102 Plan B – Supplemental Maternity Allowance Pay (SMAP)

An employee must have completed 1 year of employment as of the intended date of leave unless otherwise agreed to by the Employer.

Where an employee elects the Supplemental Maternity Allowance Plan, payments will consist of the following:

- a) For the first two (2) weeks of Maternity Leave, payment will be 93% of regular wages.
- b) For up to a maximum of fifteen (15) additional weeks, payments to be made will be the difference between Employment Insurance (E.I.) Benefits and 93% of regular wages.
- c) For all other time as may be provided under paragraph 1101 (c) nil payment.
- d) In the event that legislation is enacted that provides additional Employment Insurance (other than an increase in the maximum standard benefits) or any other increase to the payments made to the employee on account of her pregnancy during the fifteen (15) week period, the amount she is entitled to receive as provided in (b) above shall be decreased by the amount she would be entitled to receive as a result of such additional E.I. or other payment.
- e) Employees will be required to apply for and become entitled to E.I. benefits before supplemental payments become payable.
- f) To verify they are receiving E.I. benefits, employees must provide their first two (2) benefit statements to the Employer. Employees must notify the Employer of any changes to their E.I. payment and provide a revised benefit statement to ensure supplement pay is adjusted accordingly.

1103 The following terms and conditions shall apply:

- a) The employee shall submit to the Employer a written application for leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave.
- b) The employee shall provide the Employer with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery.
- c) Maternity Leave will be granted for a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in (b); or if delivery occurs after the date mentioned in the certificate, seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in (b) and the actual date of delivery.
- d) Maternity Leave shall commence no earlier than seventeen (17) weeks preceding the date specified in the certificate mentioned in (b) and shall terminate no later than seventeen (17) weeks following the actual date of delivery.
- e) For an employee granted Maternity Leave, employment after termination of the Leave shall be deemed continuous with employment before the commencement of the Leave.
- f) An employee who remains absent from work for a period in excess of seventeen (17) weeks following the actual date of delivery shall forfeit the right to be reinstated (except as in (c) above or where the employee elects to take Parental Leave as outlined in Employment Standards Code Sections 58 & 59 inclusive (mutatis mutandis).

1104 The employee shall sign an agreement with the Employer providing that:

- a) She will return to work and remain in the Employer's employ for at least the hours equivalent to six (6) consecutive months of employment in her old capacity prior to commencing Maternity Leave; and
 - b) She will return to work on the date of expiry of her Maternity Leave or the additional period provided in 1101 (c); and
 - c) Should she fail to return to work as provided under (a) and (b) above she is indebted to the Employer for the full amount received as Supplemental Maternity Allowance.
- 1105 An employee who has been granted Maternity Leave who, before the expiration of the Leave granted under paragraph 1101 (c) has decided that she will not resume work on completion of such Leave, shall advise the Employer in writing of her decision at the earliest possible date.
- 1106 **Parental Leave**
- An employee who has completed six (6) consecutive months of continuous employment with the Employer shall be granted up to thirty-seven (37) weeks unpaid Parental Leave.
- 1107 In order to qualify for parental leave, an employee must:
- a) be the natural mother of a child; or
 - b) be the natural father of a child; or
 - c) adopt a child under the law of a province.
- 1108 The employee shall provide four weeks written notice to the Employer of his/her intention to take Parental Leave and shall indicate the length of the leave intended to be taken.
- 1109 The Parental Leave shall be taken in the 52 weeks beginning on the day on which the child is born or the day on which the child comes into the actual care of the employee.
- 1110 The combined amount of Parental Leave taken by two separate employees for the birth or adoption of any one child shall not exceed 37 weeks.
- 1111 Any employee who has been granted Parental Leave who, before the expiration of the leave decides that she/he will not return to work after the leave, shall advise the Employer in writing of his/her decision at the earliest possible date.
- 1112 The combined amount of leave for maternity and parental leave that may be taken by two employees in respect of the birth or adoption of any one child shall not exceed 52 weeks.
- 1113 For an employee granted Parental Leave, employment following the leave shall be deemed continuous with employment before the start of the leave.
- 1114 An employee who remains absent from work beyond the maximum time allowed for Maternity Leave or Maternity Leave followed by Parental Leave shall forfeit the right to be reinstated to employment with the Employer. The Employer may consider an extension of time based on the merits of each case. The request shall be submitted in

writing prior to the expiration of the up to thirty-seven week period.

1115 Child Birth Leave

- a) An employee will be granted up to a maximum of two (2) days leave with pay, to attend to needs directly related to the birth of the child. Such leave may be granted within the two (2) week period prior or two (2) week period following the birth of the child.
- b) In a situation where, because of the death of the mother, the child's other parent leaves work to become the primary care giver for the child or the mother becomes incapacitated to the extent that she cannot care for the child, the employee shall be eligible for Maternity benefits as herein described.

Article 12 - Pension and Benefits

- 1201 Other than employees on secondment from MTS Inc., employees will receive an amount for pension and health benefits equal to 8.5% of base salary. The employee shall self manage these funds for their own benefit. TEAM cannot be held responsible for the performance of any investment related products or services arranged by the employee.
- 1202 Employees agree to bring concerns about Health and Safety issues to the Executive Director. The Employer agrees to work with the union to resolve any issues brought forth.
- 1203 The Employer shall supply, maintain and bear all reasonable costs associated with a cell phone for the Labour Relations Officer.
- 1204 All employees shall be reimbursed to a maximum of \$80.00 for an eye examination every two years upon the production of a receipt from a qualified practitioner. Eligibility shall be based on six (6) months regular full-time service with the Employer or the equivalent of six (6) months full time service for part-time employees.

Article 13 – Employees on Secondment from MTS Inc.

- 1301 Employees on secondment from MTS Inc. are subject to Article 12 of the TEAM/MTS Collective Agreement and as such may return to MTS's employ, to the same or similar work in which he/she was engaged immediately prior to the time of obtaining the leave of absence from MTS to TEAM. The secondment is for a period not in excess of one year unless extended for a further term by mutual agreement between MTS and TEAM.
- 1302 Employees on secondment from MTS Inc. shall, subject to TEAM/MTS Article 12 remaining operative, be paid by MTS and remain a participating active member of the MTS defined benefit pension plan or the MTS defined contribution pension plan. The Employer herein must reimburse MTS Inc. one hundred percent of the wages and benefits paid to such employees by MTS Inc. during the secondment.
- 1303 The Employer may require a seconded employee to return to MTS Inc. with 30 days notice in any of the following circumstances:

- a) Where required by Article 12 of the TEAM/MTS Collective Agreement
- b) At the expiry of the secondment term
- c) To facilitate the employee's decision to receive an MTS benefit not available through TEAM, such as accessing their accrued sick leave at MTS
- d) Where he/she would otherwise be laid off
- e) Employee misconduct

1303.1 If the current employee on secondment is returned to MTS Inc. in any of the circumstances set out in Article 1303 a) to d), she shall receive a severance equivalent to two months salary.

1304 For employees on secondment from MTS Inc. the Employer will reimburse MTS Inc. for contributions paid by MTS for benefits to which the employee remains entitled by virtue of his/her Union Leave of Absence to TEAM.

1305 Employees on secondment from MTS will also be provided with paid annual vacation credits consistent with those that would have been earned had the employee continued their direct employment with MTS.

1306 Other than where expressly stated herein, employees on secondment from MTS shall be covered by all other provisions of this Agreement.

Article 14 - Management Rights

1401 The Union acknowledges that it is the exclusive function and responsibility of the Employer to manage its affairs, to direct its employees, to hire, classify, promote, demote, transfer, layoff, discipline, suspend, and discharge any employee; to increase or decrease its working force; to re-organize, as circumstances and necessity may require; and to maintain order, discipline, and efficiency.

1402 The Employer has the right to make and alter from time to time, job descriptions and job functions, and rules and regulations to be observed by employees provided that such rules and regulations do not violate or conflict with the provisions of this Agreement.

1403 The Union acknowledges that nothing in this Collective Agreement shall limit the Employer's right to layoff employees covered by this Agreement.

1404 In administering this agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the agreement as a whole.

Article 15 – Postings, Lateral Transfers and Demotions

1501 The Employer may fill vacant positions by promotion or the lateral transfer of employees at the Employer's sole discretion without going through the posting process.

1502 Where justified or for compassionate reasons, the Employer may fill vacant positions by transferring an employee to a lower salary group.

1503 When the Employer elects to fill a vacant position the following process shall be followed:

- a) Post the position only to TEAM members at MTS Inc.;
- b) If no qualified applicants arise then post to all employees of MTS Inc.;
- c) If no qualified applicants arise then post internally to Unifor 191 members;
- d) If no qualified applicants arise then advertise externally.

Where the Executive Director determines there is an urgency to fill a position, the Employer may simultaneously post the position; however, preference will continue to be given to qualified applicants from TEAM, MTS and Unifor in the order set out above as if the posting process had actually been followed.

1504 All vacancies that fall within the scope of this Agreement shall be posted for at least seven (7) calendar days. Such postings shall state the classification, job title, qualifications, sites/work locations, current or anticipated shift and hours of work, and wage rate. A copy of the job posting will be sent to the union within the posting period. Job descriptions shall be available to applicants upon request.

1505 The Employer agrees to notify the union of all successful applicants to vacant positions within the bargaining unit.

1506 If a new position is created within the bargaining unit, the Employer agrees to meet with the union and negotiate a rate of pay for this new position. If the parties cannot reach agreement, at the request of either party, the matter shall be submitted to the Arbitration procedure in Article 21 of this Agreement.

Article 16 - Automobile and Other Expenses

1601 The Employer shall provide the Labour Relations Officer with paid parking.

1602 In lieu of mileage within the City of Winnipeg the employer shall provide the Labour Relations Officer with a vehicle allowance of \$320 per month. For travel outside the City of Winnipeg, the Labour Relations Officer shall be compensated for the actual cost of the gas used.

1603 (a) If an employee is required to use her/his own motor vehicle to travel locally on the employer's behalf, she/he shall be paid as per the mileage rates set by the Manitoba Government. This will be paid upon submission of an expense form which will include details of the trip(s) being claimed, plus any parking expenses incurred while on the trip.

(b) Upon submission of expense reports as per the Employer's current policy, the Employer shall pay all authorized expenses incurred by employees in the service of the Employer when accompanied by receipts.

Article 17 - Definitions

- 1701 Feminine or masculine gender: where the feminine is used, shall also mean the masculine gender, where applicable.
- 1702 Where plural is used, it shall also mean the singular, wherever applicable.
- 1703 **Term Employees** are defined as employees hired for a specific period of time not to exceed one year and include seconded employees. They cease to be employed when the specified time period has been completed. This period may be extended by mutual agreement between the Employer and the union without further posting. Term Employees shall be entitled to all rights and privileges outlined in this agreement unless expressly excluded.
- 1704 **Part-time Employee** means an employee who regularly works less than the full normal daily or bi-weekly hours of work as set out in Article 4 on a scheduled and recurring basis. Part-time employees shall receive a pro-rata share of salary and benefits.
- 1705 **Employees on Secondment from MTS Inc.**, are individuals who are employees of MTS Inc. on leave to the Employer for a period not in excess of one year or such other term as agreed by MTS and TEAM but paid by MTS Inc. and who continue to participate in the MTS defined benefit pension plan or MTS defined contribution pension plan, and the long term disability plan and who have a right to return to their former position or the equivalent thereof at MTS upon giving MTS thirty days notice.
- 1706 **Probationary Period** - New employees including seconded employees shall be considered probationary employees for their first six months of employment and their progress will be reviewed on a regular basis. Termination of employment during or at the end of any probationary period shall be considered just cause and, subject to the Human Rights Act of Manitoba, shall not be subject to the grievance and arbitration provisions of this agreement.
- All extensions of probation must be given in writing and include the reasons and end date for such extension.
- 1708 A **trial period** shall be defined as the first three (3) months worked in a different classification, during which time the employee shall have the right to request to be returned to their previous classification. The Employer shall have the right to return the employee to his/her previous classification prior to the expiration of the trial period.
- 1709 The **Service Date** is:
- a) The original date of hire.
 - b) A revised date to include the number of days, months and years of deductible absence.
- 1710 The Service Date of an employee shall be retained and continue during periods of authorized Leave of Absence or when on Workers Compensation, Union Leave of Absence, Maternity Leave, Parental Leave or Child Birth Leave.

Article 18 - Union Security

- 1801 No employee within the scope of this Agreement shall enter into any separate agreement which conflicts with the provisions hereof.
- 1802 Representatives of the union and/or grievors shall suffer no loss of pay or benefits as a result of their involvement in Grievance or Arbitration proceedings or Labour Board Hearings related to the Union.
- 1803 **Dues Check-off**
- a) The Employer agrees to deduct monthly from the wages of each employee in the bargaining unit, whether or not the individual is a member of the Union, an amount equal to the monthly Union membership dues, initiations fees or assessments, levied in accordance with the Union's constitution and bylaws.
 - b) In the following month the Employer shall forward the sums so deducted, together with a list of the names, addresses and classifications of employees from whose wages the deductions have been made, to the Union.
 - c) The Employer agrees to deduct once annually the amount of any special general assessment made by the Union.
 - d) The Union agrees to inform the Employer in writing of the amount of dues, levies or assessments to be deducted and undertakes to give the Employer at least one month's notice in advance of the day of any change in the amount of dues, levies or assessments to be deducted.
 - e) The Union shall indemnify and save harmless the Employer from all claims, losses, damages, costs, liabilities or expenses suffered or sustained by the Employer as a result of any such deduction or deductions from payrolls.
 - f) The Union will make arrangements with seconded employees to fulfil Dues and Humanity Fund obligations.
- 1804 The Employer shall provide a bulletin board for the posting of material related to and for exclusive use of the Union.
- 1805 The Union agrees that this Agreement shall in no way interfere with or impede the use of TEAM members by the Employer, providing that the use of such members does not result in the termination, demotion or layoff of an employee within the bargaining unit.
- 1806 TEAM members on leave to TEAM for less than thirty days may perform bargaining unit work provided that such performance shall not result in the layoff or reduction in hours for any member of the bargaining unit.

Article 19 - Discipline and Discharge

- 1901 Upon written request, the employee shall be given the opportunity to examine any document which is placed in said employee's personnel file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against her/him, and the employee's reply to any such document shall also be placed in her personnel file. Upon written request, the employee shall also receive an exact copy of

such document. An employee may examine his/her personnel file upon written request. Such requests shall normally be made no more than once per year.

- 1902 Only one (1) personnel file shall be kept for each employee.
- 1903 No employee shall be disciplined without just cause. No employee shall be discharged without just cause unless the discharge is pursuant to Article 1303.
- 1904 The Employer agrees to notify the Union within three working days of all cases of suspension or discharge, and within seven working days of other disciplinary action taken against employees covered by this Agreement. Any employee suspended pending an investigation, may, at the Employer's sole discretion, be suspended with pay.
- 1905 An employee shall be notified in writing of the reasons for discipline or discharge. A copy shall be forwarded to the Union.
- 1906 An employee who considers him/herself to have been wrongfully disciplined, suspended, or discharged shall be entitled to submit a grievance under Article 22 Grievance Procedure.
- 1907 The employee shall have the right to have a Union Representative present at any disciplinary meeting if the employee so desires.

Article 20 - Contracting Out

- 2001 Work that is contracted out will not result in loss of job or layoff for any employees.

Article 21 - Layoff and Recall

- 2101 The Union acknowledges that the Employer has the right to determine affected classifications for layoff.
- 2102 Prior to providing layoff notice, the Employer shall meet with the Union to discuss ways to minimize or avert layoffs by reviewing issues such as employees returning to MTS, reducing hours of work, job sharing, etc. The discussions shall be kept confidential and the Employer shall have the sole discretion whether or not to act upon any suggestions. The Employer shall provide the name and classification of the affected employees.
- 2103 In assessing employees for the purpose of layoff, where individuals are deemed to be relatively equal on the basis of skill, ability, performance and qualifications, the employee with the least service shall be laid off first.
- 2104 Affected employees shall receive a minimum of two (2) weeks written notice of layoff or two (2) weeks pay in lieu thereof, or an equivalent combination of notice and pay in lieu of notice equalling two (2) weeks.
- 2105 A permanently laid off and therefore discharged employee shall receive 2 weeks severance pay per year of service up to a maximum of 20 weeks.

- 2106 New employees shall not be hired where there are employees on layoff able to perform the normal requirements of the job.
- 2107 Laid off employees shall have the right to be recalled for up to one hundred and twenty (120) calendar days into the classification from which they were laid off, providing regular full time work becomes available during this time.
- 2108 The recall right for laid off employees shall expire at the end of one hundred and twenty (120) calendar days from the date of the layoff, at which time the laid off employee shall be deemed to be permanently laid off and therefore terminated.
- 2109 The Employer shall give notice of recall by registered mail. The employee shall keep the Employer advised at all times of her current address.
- 2110 The recalled employee shall report for duty within fourteen (14) calendar days from the date of recall, unless otherwise agreed to.
- 2111 A laid off employee may elect to forfeit his/his one hundred and twenty (120) calendar day recall period to receive their severance pay upon their date of layoff. In this event, the employee would be permanently laid off and terminated.

Article 22 - Grievance and Arbitration

- 2201 A grievance shall mean any difference relating to the meaning, application or alleged violation of this agreement and shall be in writing setting out all of the particulars. For all grievances other than dismissal and suspension, the grievance must be filed within twenty working days of the alleged violation becoming apparent.
- 2202 An incident shall be deemed to have become apparent at the time when a reasonable person might reasonably have become aware of it under actual reasonable circumstances.
- 2203 Grievance Process:
- Step 1: Within 10 working days of the filing of the grievance the grievance shall be discussed with the Executive Director by the grievor or the grievor accompanied by the Union Representative. The Executive Director will have 10 working days from the date of this discussion in which to render a decision.
- Step 2: If not resolved in Step 1, the grievance may be submitted in writing by the Union Representative to the Board of TEAM-IFPTE Local 161 within 10 days of the disposition of the matter in Step 1. The President or designate shall investigate the matter and submit a report to the TEAM Board within thirty days and the TEAM Board shall have a further thirty days after receipt of the report to render a decision.
- 2204 If the grievance is not resolved at the above step 2 then the grievance may be submitted for arbitration to a single arbitrator.
- 2205 An employee wishing to grieve a dismissal or suspension must file the grievance within 5 working days of receipt of notice of dismissal or suspension. In such cases the

grievance procedure will commence at Step 2.

- 2206 All grievances shall be considered and settled on their individual merits. The time limits specified above may be extended by the mutual agreement of the parties as confirmed in writing.
- 2207 Nothing contained in this agreement shall preclude settlement of a dispute or grievance in any matter whatsoever by mutual agreement between the Employer and the union.
- 2208 The following arbitrators will be used in rotation:
- Arne Peltz
 - Blair Graham
 - Richard Scott
 - Bill Hamilton

In the event the arbitrator assigned in rotation is unable to hear the arbitration within one hundred twenty days of the case being referred, then the grievance shall be referred to the next arbitrator in rotation.

- 2209 The decision of the Arbitrator is final and binding.
- 2210 Each party shall pay:
- One-half the fees and expenses of the Arbitrator.
 - All expenses incurred by it, whether for witnesses, attendances of witnesses, exhibits or otherwise.

Article 23 - Discrimination/Harassment

- 2301 The parties hereto agree that there shall be no discrimination or harassment exercised or practiced with respect to any employee by reason of age, sex, marital status, sexual orientation, race, creed, colour, ethnic or national origin, disability, political or religious affiliation or membership in the Union or activities in the Union or any other applicable characteristic as set out in the Manitoba Human Rights Code.
- 2302 Further as set out in the Code, the Parties agree that there shall be no discrimination with respect to any aspect of an employment or occupation, unless the discrimination is based upon bona fide and reasonable requirements or qualifications for the employment or occupation.

Article 24 - Conduct of Employees

- 2401 It is agreed that during the term of this Agreement, they will not be involved in or carry on in any way whatsoever, either directly or indirectly, with the promotion or business affairs of any corporation or organization whose primary purpose is in direct conflict with the Employer.

2402 Employees acknowledge and agree that they will acquire confidential information that could be used to the detriment of the Employer and its members and that disclosure could cause serious harm to the Employer and its members. Accordingly, employees undertake to treat confidentially all confidential information and not to disclose it to any third party or to use it for any purpose except as may be necessary in the proper discharge of the Employee's duties.

Article 25 – UNIFOR Social Justice Fund

2601 The Social Justice Fund is an independent non-profit corporation and is an officially registered charitable foundation under the Income Tax Act. The UNIFOR Social Justice Fund is designed to aid in international development, through the relief of hunger, rebuilding, improved education, social infrastructures as well as to encourage self-sufficiency.

The Employer agrees to deduct and submit on behalf of the employee to the UNIFOR Social Justice Fund an amount equal to \$0.01 for each hour worked by all employees in the bargaining unit. However, for the purpose of deduction from the Employer's payroll the union will set a nominal monthly amount to be deducted from employees and remitted to the union. The amount shall be submitted no later than the 15th day of the month following the month in which the hours were worked. The Union will provide a letter on quarterly remittance.

Article 26 – Paid Education Leave

2601 The Employer agrees to pay into a special fund three cents (.03¢) per hour for all compensated hours to provide for Unifor Paid Education Leave (PEL) Program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program
205 Placer Court
Toronto, ON M2H 3H9

The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

Schedule "A" - Wages

In accordance with Article 302, effective February 20, 2015 the basic wages shall be as follows:

Step	Bi-Weekly	Annual
Administrative Assistant		
Step 1	1,092.00	28,501.20
Step 2	1,169.60	30,526.56
Step 3	1,248.00	32,572.80
Step 4	1,325.60	34,598.16
Step 5	1,404.00	36,644.40
Step 6	1,481.60	38,669.76
Labour Relations Analyst		
Step 1	2,355.85	61,487.70
Step 2	2,467.80	64,409.60
Step 3	2,580.60	67,353.65
Step 4	2,692.30	70,269.05
Step 5	2,804.60	73,200.05
Step 6	2,916.80	76,128.50
Labour Relations Officer		
Step 1	2,702.10	70,524.80
Step 2	2,830.90	73,886.50
Step 3	2,959.35	77,239.05
Step 4	3,088.45	80,608.55
Step 5	3,217.30	83,971.55
Step 6	3,346.05	87,331.90

Note: For the calculation of bi-weekly pay, the number of paid hours (including General Holidays) in the year for 2015, 2016 and 2018 is 2,088 hours, for 2017 it is 2,080 hours.

Wage adjustments shall be in accordance with Article 302.

**LETTER OF UNDERSTANDING
VARIABLE PAY**

Employees entering the bargaining unit at TEAM-IFPTE Local 161 on or after July 29, 2015 shall receive a yearly payment equivalent to the variable payment awarded to TEAM-IFPTE Local 161 members at MTS in accordance with the below table, payable on the next pay day following the announcement of the payment by MTS.

Unifor Position	TEAM-IFPTE Local 161 Position
Administrative Assistant	Group 301, Appendix "B"
Labour Relations Analyst	Group 304, Appendix "B"
Labour Relations Officer	Group 306, Appendix "B"

Variable Pay does not replace overtime.

**LETTER OF UNDERSTANDING
INCONVENIENCE PAY**

Employees who entered the bargaining unit at TEAM-IFPTE Local 161 prior to July 29, 2015 shall receive a yearly payment in accordance with the below table, payable on the anniversary of employment.

Administrative Assistant	–	2% of base salary
Labour Relations Analyst	–	3% of base salary
Labour Relations Officer	–	7% of base salary

Inconvenience Pay does not replace overtime.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the 16th day of October, 2015.

**TELECOMMUNICATIONS
EMPLOYEES ASSOCIATION OF
MANITOBA**

TEAM-IFPTE Local 161



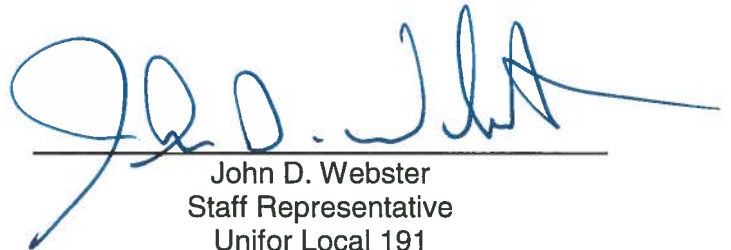
Misty Hughes-Newman
President
TEAM-IFPTE Local 161



Mike Taylor
Vice President
TEAM-IFPTE Local 161



UNIFOR
theUnion | lesyndicat
Local 191



John D. Webster
Staff Representative
Unifor Local 191



Erin Spencer
Member
Unifor Local 191

