



# TEAM-IFPTE LOCAL 161

Representing Professionals in  
Technology, Engineering, Administration, and Management



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## OFFICIAL UNION GRIEVANCE FORM

<b>Name of Aggrieved:</b> Group / Policy Grievance	<b>Grievance #:</b> T2021-04-12
<b>Department:</b>	<b>Date:</b> April 12, 2021
<b>Name of Immediate Supervisor/Manager:</b>	<b>Location:</b> Winnipeg

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

This grievance is filed this 12<sup>th</sup> day of April, 2021 by TEAM-IFPTE Local 161 ("TEAM") against Bell Canada ("Bell", "the Company" or the "Employer") in accordance with Article 5 of the current Collective Agreement. TEAM grieves on its own behalf and on behalf of all affected members ("collectively TEAM").

Without excluding any other statute, regulation or applicable provision of the Collective Agreement, TEAM states that the Employer has breached section 94(3) of The Canada Labour Code, the implied restriction rule and Articles 1, 4, 8, 15, 18, 27 and the Letter of Understanding (LOU): Voluntary Retirement Termination Incentive Program (VRTIP) of the Collective Agreement and The Canadian Human Rights Act by:

- (1) Failing to administer the VRTIP and layoff process fairly, reasonably and in good faith resulting in the improper and discriminatory layoff selection of three (3) TEAM members: [REDACTED]
- (2) Implementing layoffs that are in bad faith and motivated by anti-union animus; and
- (3) Maintaining discriminatory (union association) policies that prohibit and specifically exclude vacant positions of employment within Bell from being posted with Manitoba as a possible job location despite the fact that the work could be performed in Manitoba by TEAM members, all while simultaneously eliminating TEAM bargaining unit positions (anti-union animus).

TEAM asserts these actions (both interrelated and independently) by the Employer are unfair, unreasonable, and in violation of the Collective Agreement and the Canada Labour Code. The particulars of these breaches include but are not limited to:

- Implementing the VRTIP and reduction requirements in specified VP groups on February 1, 2021 without legitimate business reasons contrary to the Collective Agreement;
- Arbitrarily identifying specified positions requiring reduction in an unfair, unreasonable, and bad faith manner contrary to Article 18 and without legitimate business rationale;
- Arbitrarily adjusting/extending the VRTIP application window for one VP group (Bell Residential & Small Business) contrary to the LOU and without a revised package distribution and date to all affected members in other VP groups;

- Initiating layoff notices despite overachieving overall targeted numbers identified in the VRTIP (39 applications approved; target 27 - [up to] 35 positions in VRTIP);
- Failing to appropriately and objectively undertake assessment procedures as outlined in Article 27 namely skill, ability, performance, and qualification, prior to determining potential layoff of affected members;
- Failing to reasonably, fairly, and in good faith undertake redeployment opportunities or options to avert layoffs; and
- In proceeding with layoffs where a bona fide business requirement does not exist, Bell has effectively dismissed the affected employees without cause in violation of Article 15.08 of the Collective Agreement.

In addition to the aforesaid, TEAM asserts the Employer has failed to act reasonably, fairly, and in good faith in proceeding with layoff of the three (3) members, and has also discriminated against [REDACTED] by:

- Proceeding with layoff notice for [REDACTED] despite and because [REDACTED], failing to [REDACTED] and despite the assessment criteria outlined in Article 27, vacant positions across the Company, current redeployment opportunities, and future redeployment opportunities that may be available [REDACTED];
- Proceeding with layoff notice for [REDACTED] despite and because [REDACTED], failing to [REDACTED] and despite meeting the assessment criteria outlined in Article 27, vacant positions across the Company, current redeployment opportunities, and future redeployment opportunities that may be available [REDACTED]; and
- Proceeding with the layoff notice for [REDACTED] despite vacant positions across the Company, current redeployment opportunities, and an opportunity to remain in [REDACTED].

In further addition to the aforesaid, TEAM asserts that the Employer has discriminated against Manitobans, including TEAM members, including by harboring anti-union animus, by:

- Transferring or otherwise (re)moving TEAM bargaining unit work out of Manitoba to non-union work locations across Canada;
- Maintaining policies that prohibit Manitobans, including TEAM members, from performing or even competing for Bell National work in Manitoba because, in whole or in part, the work would form a TEAM bargaining unit (union) position if the Manitoban was selected;
- Maintaining policies that vacant job position postings exclude Manitoba as a possible work location on the basis that, in whole or in part, the work would form a TEAM bargaining unit (union) position if the Manitoban was selected;
- Maintaining policies whose purposes are, in whole or in part, to shrink the TEAM bargaining unit;
- Identifying TEAM bargaining unit positions for reduction while preventing the TEAM members occupying those positions from being considered for redeployment opportunities within the entirety of Bell Canada

and/or while not allowing the TEAM members occupying those positions to compete for vacant positions in Bell Canada without leaving the TEAM bargaining unit;

- Identifying TEAM bargaining unit positions for potential or actual reduction while posting the same position as being vacant and non-unionized in Toronto;
- Failing to comply with the VRTIP LOU before implementing lay-offs;
- Implementing the VRTIP process due to, in whole or in part, anti-union animus;
- Implementing layoffs due to, in whole or in part, anti-union animus; and
- Failing and/or refusing to make certain vacant job positions available to Manitobans, including to TEAM members, in whole or in part because those positions would be TEAM bargaining unit positions.

Additionally, TEAM asserts there was/is no *bona fide* business requirement to proceed with layoff from any grouping as Bell confirmed that, despite not achieving other required reductions in multiple affected position groupings, all incumbents in said groupings would remain in their roles that were not identified for layoff or redeployment. TEAM asserts that given this response and Bell's differential, arbitrary and random actions, the Employer has demonstrated that reductions are, in fact, not required and the decision making in terms of targeting certain positions and not others, and then changing said determinations during the VRTIP process is unreasonable and unfair. TEAM says the following acts and omissions show the arbitrariness and unfairness of the VRTIP process:

- Bell wrongfully grouped certain single incumbent positions with multiple incumbent positions where those groupings were not a close comparison when evaluating the duties and responsibilities for the purpose of determining which employee would be laid off.
- VRTIPs are to be offered on a Vice President (VP) Group basis; however, Bell included certain positions [REDACTED] in the wrong VP Group.
- Bell revised the VRTIP on February 23, 2021 but did not comply with paragraph 3 of the VRTIP LOU which requires that all employees in affected VP groups be given 30 days to apply for the Revised VRTIP.
- Bell only extended the deadline to apply for the VRTIP to members in the [REDACTED] VP group even though all TEAM members were affected by the VRTIP since every VP group had targeted reductions and employees in non-targeted positions are entitled to apply for the revised VRTIP. Bell removed targeted positions after the VRTIP and the Revised VRTIP were issued.
- Bell removed at least one targeted position after simply becoming aware that there had been a position title change.
- Despite being listed as the incumbents in a targeted position in the February 1, 2021 VRTIP, two TEAM members were moved laterally to different positions which were no longer being targeted.
- By using the wording "up to", Bell has established a range whereby any amount of reductions falling within the range, e.g. zero or one, would be acceptable. TEAM asserts that the level of job reductions in a layoff must be predetermined and precise as part of the VRTIP process so that employees can make informed

decisions about whether to apply to the VRTIP and to ensure that the layoff process is not manipulated by Bell to target employees the company perceives as “trouble makers” or “poor performers”. Bell was not entitled to layoffs because it stated it was looking for “up to” a certain level of reductions since setting a range breaches the VRTIP LOU which states that the Employer has to identify “the number of reductions required within the VP Group.”

- Despite not achieving the specified targeted reductions identified for certain positions, Bell exercised its discretion to not lay off at least 5 incumbents of targeted positions and to maintain those TEAM members in their targeted positions (as opposed to redeployment). There is no demonstrable reasonable or fair basis for Bell’s exercise of discretion to not lay off certain incumbents (and keep them in their targeted positions) but not others (i.e., the three members identified for layoff). Bell has a contractual obligation to consider redeployments to avert layoffs; however, Bell did not use a prescribed process, exercised fairly and reasonably, to consider redeployment. Rather, and in breach of Article 18.04 the CA, Bell used a subjective assessment of its leaders who were interested enough to respond to Bell’s request for redeployment opportunities. The Employer was unable to provide a list of positions it reasonably considered for any of the three laid off members. They were also unable to confirm the rationale for why positions suggested by TEAM were not reasonable options.
- Bell proceeded with layoffs notwithstanding that the VRTIP significantly overachieved the targeted total job and financial reductions. The VRTIP had a target between 27 to (up to) 35 positions. The results were 73 VRTIP applications submitted, and 41 applications approved (including 2 from employees who ‘self-identified’ and were approved just prior to the launch of the VRTIP). Nineteen (19) of the approved applications came from employees in targeted positions and 22 from non-targeted positions. There were 9 redeployments and 34 applications denied, including 2 from targeted positions.

When the VRTIP was issued on February 1, 2021, TEAM asked for Bell’s rationale for downsizing. Bell stated that “The [E]VRTIP enables eligible employees to depart Bell MTS with a financial incentive that recognizes their contributions and years of service. Bell MTS occasionally offer these types of programs to eligible team members as did MTS in the past.”

TEAM asserts the Employer has unilaterally altered the terms prescribed by the Collective Agreement without the consent of TEAM, and has exercised workforce reduction via the LOU in an unreasonable, unfair, and/or bad faith manner which is a breach of Article 18 of the Collective Agreement. The Employer’s conduct as aforesaid also constitutes an Unfair Labour Practice as such is a breach of section 94(3) of the Canada Labour Code. TEAM relies on the reverse onus provisions found in the Canada Labour Code at section 98(4).

Bell has also breached the Collective Agreement by not undertaking the necessary assessment procedures as outlined in Article 27.04.1. For instance, in the case of laid off member [REDACTED], the Employer has redeployed [REDACTED]. In other words, despite being the incumbent of the position, the Company has redeployed [REDACTED] while displacing [REDACTED].

For another, [REDACTED], despite [REDACTED] being targeted (in the position of [REDACTED] [REDACTED] with [REDACTED] required reductions, the Employer accepted [REDACTED] VRTIP application but provided a departure date of [REDACTED].

Finally, both [REDACTED] and [REDACTED] (who have both received layoff notice), are currently [REDACTED] [REDACTED] respectively. As such, TEAM asserts that when undertaking the assessment procedure, Bell could not have reasonably assessed both individuals ([REDACTED]). TEAM further asserts

that laying off employees [REDACTED] through the exercise of a discretion constitutes *prima facie* discrimination and is a breach of the Canadian Human Rights Act.

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

**Remedies Sought:**

1. A declaration that the Employer has breached the Collective Agreement in the manners aforesaid;
2. A declaration that the Employer is discriminating against Manitobans, including TEAM members, based on their actual or potential membership or participation in the Union (anti-union animus);
3. A declaration that the Employer failed to administer the VRTIP and layoff process fairly and reasonably resulting in the improper layoff selection of three (3) TEAM members [REDACTED]  
[REDACTED]
4. A declaration that [REDACTED] were dismissed without cause;
5. An order the Employer comply with the Collective Agreement, specifically Articles 1, 4, 8, 15, 18, 27, and LOU: VRTIP;
6. An order the Employer cease its arbitrary and unreasonable practices without legitimate business reasons;
7. A declaration that layoff of the three (3) TEAM members is invalid due to the Employer's breaches;
8. An order the three (3) TEAM members remain in their roles without loss of wages or benefits, or if layoff proceeds, are reinstated to their roles with full back-pay;
9. In the alternative, an order that all (or some) of the three (3) TEAM members receive compensation equivalent to the amount they would have received if they had taken the VRTIP;
10. An order that the Employer cease its discriminatory and arbitrary practices and its actions, decisions and policies that are affected and influenced, in whole or in part, by anti-union animus;
11. An award for damages to TEAM due to the Employer's egregious breaches and violations of the Collective Agreement and the Canada Labour Code;
12. Damages for the loss of wages, benefits and union dues owing to TEAM members and to TEAM relating to the lost opportunity to perform the work;
13. Any other remedy necessary to place TEAM and the affected members in the position they would have been in if not for the Company's breaches as outlined herein and any other just and equitable remedy in the circumstances.

Signed: N/A

Signed: Alyssa Hung

(Aggrieved Employee)

(TEAM Representative)

Date: April 12, 2021

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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.