

Boeing arbitration case study

Business



Summarize the issues. The issues, as it is stated, involved an employee that was promoted within the company on June 8, 1981. The employee was aware that the apprenticeship program is for a period of four years.

In June 1983, the employee participated in a legal work stoppage. During this period of time the employee was permanently replaced. When the legal work stoppage ended the employee was not recalled back to work. However was placed on a hiring list. February 12, 1987 the employee was recalled back to work. During the months of October 1983 and February 1987 the employee worked as a pressman for several local employers.

When the employee returned to work he was informed that he would be required to serve two more years of the apprenticeship that remained after he left work in July 1983. The employee provided the company a list of all job duties and descriptions held between 1983 and 1987 and requested that his outside employment be credited towards the completion of the initial apprenticeship program. The company denied the employee's request. April 10, 1987 the union filed a grievance against the company decision and the company also denied the April 1987 grievance stating that it was a binding arbitration. 2. Discuss and give your analysis of the case.

A). The union argues that the company has previously credited employee's the time worked with other shops and it has been a past company practice. The Union was able to prove four examples of this type of behavior within the company and five examples of employees who were promoted to a Journeyman position prior to completing their apprenticeship. The Union states that this becomes part of the employee's collective bargaining

agreement. The company claims to have only credited outside service when hiring new employees and the Union believes it should also include when an employee's service is interrupted.

The Union also states that since the company has not questioned the employee's ability to perform as a journeyman pressman and seen no need to provide him with additional training since he was rehired with the company, therefore it is concluded that he has learned all necessary skills to become a Journeyman. The Union states that to treat the employee as an apprentice violates the seniority provisions of the contract. The Union states that under the company provisions It grants Journeyman seniority rights s of the date the apprenticeship Is completed rather than the date of hire.

The result would be that any employees hired after the employee In question would be treated as a senior to him should a reduction In force occur. The Nylon also argues that the apprenticeship agreement the company signed with the Nylon requires that If advanced credit for prior work experience Is granted, It should be done uniformly. Award: The decision that has been determined is that the Company violated the collective Darling agreement Detente ten Local 261 Union anon ten company.

I en Company did improperly deny experience accumulated with another company to the former apprentice when he was rehired.

The request is that the employee be awarded back pay and benefits. The reasoning for the award, the employee obtained over 35 months of skills and experience as a 1st or 2nd Journey-man pressman from his outside employment during 1983 to 1987. The contract never stated that the
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employee would not accept work experience from another employer in the event of a cease in employment. The collective bargaining agreement protects the employees training and wages between the employer and the labor contract.