

Not working 40hr  
work week



Questions In this particular case, my award would go to the grievant. Based on the facts at hand, it is unclear when or if the grievant received a “ first” warning letter, although clearly received a “ second” in August of 1999. His hours of work were 3 pm to 11 pm, with one hour off for dinner. This leads one to believe immediately that he was not working an 8 hour shift from the beginning of his tenure. He was working 7 hours, with one hour off, totaling 8. In 2001, he received a letter stating that his shift was to change to 3 pm to 12 pm, with an unpaid hour for dinner. The union is clearly correct that the company did not provide notice of offenses, as the August 2001 letter was not labeled as warning. Also, in July 2001 his shift changed and management did not explain these changes to the grievant. The grievant could easily misunderstand the hours of work change, as it stated “ from 3 pm to 12 pm” not from 3 pm to 12 am. This can easily be confusing, as one portion states a 40 hour week, but the times add up to a 105 hour week. Also, the company stated that the CBA was “ clear and unambiguous” which it was not. Also, the company claimed that the grievant had a history of not working the required number of hours per day (8) and he would be suspended if this continued. The grievant had not worked a full 8 hour shift since he started as a doorman. He worked from 3 pm to 11 pm with an unpaid hour for dinner. That is, again, only 7 hours. 2. The CBA provisions dictate this award because of the inaccurate times laid out in the registered letter. Also, the grievant was told that he “ will work an 8-hour day and a 40-hour work week.” If this does not happen, he will be suspended. The letter was not a warning and could easily be perceived as a simple letter of the change of his hours of work. There was no explanation of the CBA to the grievant, leaving him to his own devices to understand the readings. 3. The employer could

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have stated more clearly what the registered letter was intended to inform the grievant about. Clearly stating it was a warning, if it were, correct hours written in it (not 3 pm to 12 pm) and ensuring that the grievant understood what the letter was portraying so was able to act accordingly. The union could have been certain that the grievant knew what was being given him and what he was reading, but this still remains the responsibility of the company to accurately and succinctly portray in words what it is they are wanting and/or needing from any of their employees. Reference Sagamor Owners. " Cost of Labor Contracts". 116 LA 1574, p 397 - 398.