

IN THE MATTER OF AN ARBITRATION

BETWEEN

**BOMBARDIER TRANSPORTATION CANADA INC
THUNDER BAY PLANT
(hereinafter the “Employer”)**

AND

**UNIFOR LOCAL 1075
(hereinafter the “Union”)**

ELECTRICAL APPRENTICE GRIEVANCE

ARBITRATOR: Tom Hodges

FOR THE EMPLOYER: George Gasbarrino, Director, Human Resources

FOR THE UNION: Andy Savelle, National Representative
Dominic Pasqualino, Local President
Ron Frost, Bargaining Chairperson

HEARING: April 28, 2015

AWARD: May 8, 2015

AWARD

JURISDICTION

The parties agree that I have jurisdiction in accordance with Article 12 of the collective agreement along with the expedited processes used to adjudicate this dispute.

BACKGROUND

The employer unilaterally placed an external candidate into year two of the electrical apprenticeship program at the plant without the approval of the Joint Apprenticeship Committee, an alleged violation of Article 3 of the Skilled Trades Agreement between the parties, which reads as follows, in part:

Employees selected to enter one of the Progression Schedules or Apprenticeship Training shall have their work experience evaluated by the Joint Apprenticeship Committee and if given credits, shall then be placed at the appropriate wage level under such schedule of progression or apprenticeship program.

The union grieved the employer action accordingly.

UNION POSITION

The union contended that the placement was a result of blatant management nepotism, in that the individual never tested for skill level, never appeared before the joint committee, and the vacancy that was filled had not been first posted internally. The union further argued that the candidate should have initially been hired in as a finisher, and subsequently applied for entry into the apprenticeship program. The union requested that the arbitrator allow the grievance, and direct the removal of the employee from the apprenticeship program along with placement into the finisher classification.

EMPLOYER POSITION

The employer maintained that the placement of the individual represented a legitimate requirement at the time for a second year electrical apprentice, and that the employee has progressed quite well in the program thus far. The employer also argued that it unsuccessfully attempted to discuss the matter with the union and the Joint Apprenticeship Committee. The employer believed that the collective agreement had not been violated, and requested that the arbitrator dismiss the grievance.

DECISION

The actions of the employer in the circumstances of this case represented an unabashed infringement on the provisions of Article 3 as outlined above. The hiring of the external candidate in question most

certainly could have been addressed in consultation with the union and the joint committee. Meanwhile, however, the employee has performed quite well in the apprenticeship program, and significant time has passed. There is little to be gained at this time by removal, and there was no indication provided at the arbitration hearing that the employee was personally aware at any point of any employer wrongdoing. Given all of the above, the individual will remain within the apprenticeship program subject to full compliance with all provisions of apprenticeship progression going forward. However, the employer will pay the union the sum of \$2,500.00 in damages in response to its rather flagrant encroachment on the provisions of the collective agreement. The grievance is thereby allowed, in part.

I remain seized should there be any dispute with respect to any aspect of the interpretation, enforcement or implementation of this award.

Dated this 8th, day of May, 2015

A handwritten signature in black ink, appearing to read 'Tom Hodges', written in a cursive style.

Tom Hodges
Arbitrator