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United States Steel Products Division, United States Steel Corporation Camden Plant and United Steelworkers of America Local Union 5272

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BOARD OF ARBITRATION

Case No. USS-7872-P

January 8, 1971

ARBITRATION AWARD

UNITED STATES STEEL PRODUCTS DIVISION,
UNITED STATES STEEL CORPORATION
Camden Plant

and

Grievance No. UPD-CA-70-1

UNITED STEELWORKERS OF AMERICA
Local Union No. 5272

Subject: Holiday Pay

Statement of the Grievance: "Management did not pay
grievant for holiday not worked.

"Facts: Grievant resides on
a small side street in The City of Phila. and
when he tried to report for work found that the
streets dept. had not cleared his street of snow
sufficiently for him to use his automobile. He
then attempted to use public transportation and
found that it was inoperative at that early hour.

"Remedy Requested: That grievant be paid holiday pay because he had good cause for not being able to report for work on the day after holiday."

Contract Provision Involved: Section 11-D of the Basic Labor Agreement dated August 1, 1968.

Grievance Data:

Date

Grievance Filed:	January 6, 1970
Step 2 Meeting:	January 21, 1970
Step 3 Meeting:	March 19, 1970
Appealed to Arbitration:	Not Given
Case Heard:	October 29, 1970
Transcript Received:	November 27, 1970

Statement of the Award:

The grievance is denied.

BACKGROUND

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Grievant was denied holiday pay for December 25, 1969, on the ground that his absence on the following day was without adequate cause under the Agreement.

On December 26 there was a snowstorm in the morning hours. Grievant awoke at his usual time, 6:00 A.M. and walked to his car parked a block away from his home in order to try to dig it out. He saw that he could not and phoned the Company that he would not be able to make it to work. The Company has no record of this call.

Grievant waited until it stopped snowing several hours later and then began digging out. He finished after 1:00 P.M. If he had not cleared his car, he testified, he would not have been able to dig it out for the following day.

He made no attempt to drive to work in the afternoon, explaining that his cleared spot would have been usurped. He made no attempt to use public transportation that morning, testifying that, according to the radio, it was running behind schedule. There is a subway one and one-half blocks from his home which could have taken him to a bus going to the plant. He acknowledged that, although he knew the night before of the impending snowstorm, he made no effort to arise earlier in the morning than usual.

The Company denied him holiday pay for Christmas Day based upon Section 11-D-2-(c) of the Agreement which requires an employee to work "on his last scheduled workday prior to and on his first scheduled workday following the Holiday unless he has failed to so work because of sickness or because of death in the immediate family or because of similar good cause." According to the Company, grievant's failure to work was not "for similar good cause" since he could have reported had he made the effort.

The Union maintained that the Company's denial of holiday pay was unjustified. Grievant could not reasonably have been expected to report to work under the conditions which prevailed, the Union contended, and he was not obliged to chance public transportation in view of its uncertainties.

Of the 176 employees scheduled to work on December 26, all but 14 reported. Of these, 9 were absent for illness, 3 for personal business and 2 for other reasons. None of the absentees except those who were ill received holiday pay. 7

FINDINGS

Grievant testified that on many occasions over 14 years he has been obliged to be absent for snowstorms like this one; indeed, it was because of the holiday situation that he wanted to make every effort to report but was unable to accomplish it. However, holiday pay is limited by Section 11-D-2 which provides far narrower reasons than merely the existence of an excuse for failure to report to work on the day before or the day after a holiday. 8

By equating "similar good cause" with such circumstances as sickness or death in the immediate family, it is obvious that the intent of the provision is that an employee will be eligible for holiday pay only if his absence is for compelling reasons. Preference, inconvenience or minor difficulties do not fit within the concept of "similar good cause." 9

Thus the fact that public transportation was available, albeit subject to delay or other uncertainties, was not sufficient basis for grievant to decide to stay home from work if he were to be eligible for holiday pay. More than 90% of the scheduled work force did report, although the snowstorm affected them as well. This indicates that while it may have created problems for some employees, it did not have such paralyzing and devastating effects on transportation that an employee could not reasonably be expected to report to work. 10

Where a general condition like a snowstorm is the claimed reason for inability to get to work by only one employee among so many, it requires stronger justification than was presented. Previous Awards have defined "similar good cause" as something that "effectively prevented the employee from working, in spite of all his reasonable efforts." Grievant falls short of that mark. 11

3.

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AWARD

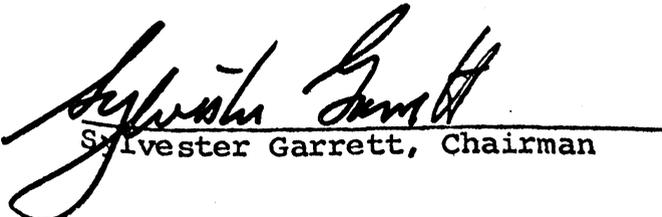
The grievance is denied.

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Findings and Award recommended by


Milton Friedman, Arbitrator

This is a decision of the Board of Arbitration, recommended in accordance with Section 7-J of the Agreement.


Sylvester Garrett, Chairman