

3-31-1971

# United States Steel Corporation Eastern Steel Operations Lorain-Cuyahoga Works and United Steelworkers of America Local Union 1104

Sylvester Garrett  
*Chairman*

Hillard Kreimer  
*Arbitrator*

Follow this and additional works at: [http://knowledge.library.iup.edu/garrett\\_series](http://knowledge.library.iup.edu/garrett_series)

---

## Recommended Citation

Garrett, Sylvester and Kreimer, Hillard, "United States Steel Corporation Eastern Steel Operations Lorain-Cuyahoga Works and United Steelworkers of America Local Union 1104" (1971). *Arbitration Cases*. 78.  
[http://knowledge.library.iup.edu/garrett\\_series/78](http://knowledge.library.iup.edu/garrett_series/78)

This Article is brought to you for free and open access by the Sylvester Garrett Labor Arbitration Collection at Knowledge Repository @ IUP. It has been accepted for inclusion in Arbitration Cases by an authorized administrator of Knowledge Repository @ IUP. For more information, please contact [cclouser@iup.edu](mailto:cclouser@iup.edu), [sara.parme@iup.edu](mailto:sara.parme@iup.edu).

BOARD OF ARBITRATION

USS-8076-T

March 31, 1971

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
Eastern Steel Operations  
Lorain-Cuyahoga Works

and

Grievance No. T-L69-190

UNITED STEELWORKERS OF AMERICA  
Local Union No. 1104

SUBJECT: REPORTING ALLOWANCE

Statement of the Grievance:

"We are grieving for monies on reporting time. We the grievors are asking for reporting time. Since our revised schedule of 12-3-67 each turn would fill in for 6th day every third week on the schedule. When not needed then were told not to report. Foreman Schramm knew a day or two before hand that it would not be necessary to report and should have informed said employees. Incident happened on 7/13/69.

"That employees be informed not to report for work when such facts are known. Thus saving the employees unnecessary grief and hardships."

Contract Provisions Involved: Sections 2 B and 10 B-1 of the Basic Labor Agreement of August 1, 1968.

Grievance Data:

DATE:

Date filed:	July 13, 1969
Step 2 Meeting	July 30, 1969
Appeal to Step 3	August 19, 1969
Step 3 Meetings	August 21, 1969
	September 24, 1969
Appeal to Step 4	November 21, 1969
Step 4 Meeting	February 25, 1970
Appeal to Arbitration	September 29, 1970
Case Heard:	February 25, 1971

Statement of the Award:

The grievance is denied.

BACKGROUND

In this grievance, from the Mobile Equipment Transportation Department, Central Maintenance Division, Lorain-Cuyahoga Works, one Helper and three Mechanics claim they reported for work as scheduled, on July 13, 1969, but were told to go home, thus entitling them to a reporting allowance, under Section 10-E-1 of the Basic Labor Agreement.

1

The Garage, late in 1967, went on a four-crew 20 turn rotating schedule. The General Foreman prepared the necessary master schedule on a 20 week rotating basis. Subsequently, a problem arose concerning the equalization of overtime. During a conference between the General Foreman and the Assistant Grievance Committeeman (one of the Grievants in this case), the view was expressed that the men would rather be scheduled for a 6th day of overtime, instead of a small number of hours on individual work turns. The General Foreman therefore took the master schedule and circled one unscheduled turn each week, as constituting the 6th day of overtime opportunity for one of the crews. It was worked out so that each crew would have the potential opportunity to work a 6th day a total of 5 times within the 20 week period. While the master schedule with the circled days was not posted, it was given to the Grievant, who subsequently distributed copies widely among the men constituting the four crews. When a 6th day of overtime was required, Management would offer the overtime opportunity to each man on the appropriate crew, to either accept or reject. Management did not expect the entire crew to report for the required 6th day, since there would be maintenance work for as many or as few as did report. Each crew member would be charged with the overtime opportunity, for equalization purposes, whether he elected to work or not.

2

According to the Assistant Grievance Committeeman, the General Foreman, when delivering the master schedule with the circled days, stated that the schedule would be followed until further notice. The Committeeman claims neither he nor anyone else in the Union ever received any notice from the General Foreman changing the schedule. From this the Committeeman and the Union conclude that, unless affirmative notice to stay home on the 6th day is given to the crew whose unscheduled turn is circled on a specific week, that crew is supposed to report for overtime work.

3

USS-8076

On Thursday, July 10, 1969, D Crew worked the second shift, under its Turn Foreman. Another crew, with its Turn Foreman, was also working that same turn. While each Turn Foreman basically manages the work of its own crew, there are occasions when one Turn Foreman may direct a man from another crew to assist him. Under the 20 week master schedule with the circled 6th days, D Crew was due to have the opportunity to work a 6th day on Sunday, July 13. On two separate occasions during the turn the grieving Committeeman asked the D. Crew Turn Foreman if D Crew was to work on Sunday. Each time the Turn Foreman indicated he was not sure but would check with the General Foreman. The Grievant then spotted the Turn Foreman from the other working Crew walking through the Garage and decided to inquire of him. According to the Third Step Minutes, as confirmed in the Fourth Step and as cited in the Union brief, Grievant heard the second Turn Foreman say, "I don't know, but if it were me, I would come out to work." At the hearing, the Grievant testified he heard the Turn Foreman say, "Nothing's been changed as far as I'm concerned. You still work the sixth day. If I were you, I'd come out." Grievant, at the dinner table, then informed the rest of D Crew that a 6th day would be worked on Sunday. The four grieving members of D Crew reported for work on Sunday. The remaining eight members of the Crew did not. All the grievants were sent home, on the grounds that they were neither scheduled out to work nor notified to do so.

The Union takes the position that D Crew, on the day in question was properly told to report for work on Sunday, July 13. In the Union's judgment, there were two Turn Foremen in the Garage on Thursday, each with the right to give working orders to D Crew. Thus, it argues, either had the authority to direct the Crew to report for work on Sunday. While conceding Grievants were usually told by their own Turn Foreman that they would work a 6th day, in this case either Turn Foreman could qualify. The Union contends Grievants were not specifically advised they should remain at home on Sunday. The Union insists that by virtue of the conversation between the Committeeman and the General Foreman when the circled master Schedule was delivered, there is a binding 2-B practice by which the Company must give D Crew affirmative notice not to report for its 6th day, or it is assumed the Crew is to report in accordance with the master schedule. From this the Union argues that since Grievants did report on Sunday, they are entitled to a reporting allowance under Section 10-E-1.

The General Foreman testified that the master schedule with the circled days was delivered to the Assistant Grievance Committeeman solely in an effort to explain how overtime was to be equalized. The General Foreman stated it was not a work schedule for specific men nor was it ever posted as such; it merely constituted a planning schedule. He further said that unless a Crew was affirmatively directed to appear for the 6th day, no one from the Crew was supposed to report. There were 33 weeks from the time the system was instituted, until the time the grievance was filed. The General Foreman indicated that during 15 of these weeks a 6th day was worked by one of the Crews; during 18 of them no 6th day was worked. He also said a separate decision to work a 6th day was made each week, in consultation with the Turn Foreman. According to the General Foreman if the decision could be made before the crew entitled to the 6th day left the plant on their last prior work day, their particular Turn Foreman would orally advise them to report; otherwise the men would be notified by their specific Turn Foreman at their homes. On Thursday, July 10, the final decision concerning a 6th day had not allegedly been made as yet by the General Foreman. The Turn Foreman in question, stated he was walking through the Garage when addressed by the D Crew Grievant. The Turn Foreman's offhand, hurried response to the question was that he did not know if D Crew was to work Sunday, but added, "If it was me, and I was concerned about it, I'd be out here to find out." The Foreman said he then walked on.

6

The Company argues it is not the custom to schedule overtime in the casual manner claimed by the Union. The Company denies the practice concerning notification asserted by the Union. On the contrary, the Company contends, unless a crew is given specific personal instructions to report for a 6th day by its own Turn Foreman, no member of the Crew has the right to assume he is to work overtime. The Company points to the number of weeks when there was no 6th day worked, despite the fact the day was circled on the rotating master schedule in the Union's possession. The Company emphasizes that Grievants were never told to report by their own Turn Foreman, since the decision concerning the 6th day had not yet been made. The Company calls attention to the fact that the one Grievant asked his own Crew Turn Foreman twice about the 6th day and received the same negative response. In the Company's view, the response received from the other Foreman was substantially the same. The statement made by the second Foreman, the Company argues, did not constitute a notification to report for work. Since Grievants were neither scheduled, nor notified of a 6th day's work, the Company contends that there was no 10-E-1 violation when it declined to pay a reporting allowance.

7

USS-8076

FINDINGS

8

The master schedule containing the circled days, admittedly was never posted as a work schedule. The evidence indicates the circled days were merely intended to reflect possible overtime opportunities to be equalized among the four Crews. It was not intended to schedule the 6th day permanently as the Union suggests. Its mere distribution to the men in the Garage does not change that. Even conceding the Union's version of the General Foreman's statement when he delivered the document to the Grievance Committeeman does not constitute a firm commitment that the circled days were to serve as scheduled overtime days unless the Company specifically advised otherwise. For the Union witnesses themselves conceded they were often specifically told to report for an overtime day. The Committeeman also took the trouble to ask three different times concerning the overtime day. Further, less than half of the possible overtime days available between the installation of the equalized overtime method and the filing of the grievance were actually worked. Therefore, unless Grievants were properly directed to report for work, they cannot succeed in this grievance.

9

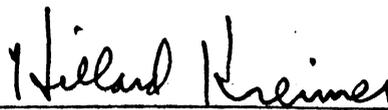
The testifying Grievant was informed twice by his own Turn Foreman that the 6th day status for the D Crew was indefinite. Instead of seeking affirmative information from that Foreman again, the Grievant chose to rely on the passing remarks of another Foreman. No attempt was made to subsequently verify the situation with the D Crew Turn Foreman thereafter. The statements of the passing Foreman were not so definite as to remove all doubt from Grievant's minds. Despite the fact that he may have served on the same Turn, it was reasonably clear that, when Grievants wanted specific information, they knew where to locate their own Turn Foreman. The passing remarks do not, of themselves, constitute an affirmative directive to Grievants to report for work on Sunday. Under the circumstances, they were not entitled to a reporting allowance.

AWARD

The grievance is denied.

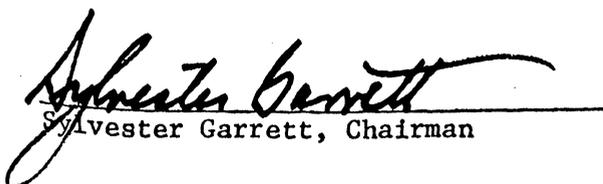
10

Findings and Award recommended by



Hillard Kreimer, Arbitrator

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



Sylvester Garrett, Chairman