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BOARD OF ARBITRATION

Case No. USS-4865-S

June 4, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Irvin Works

and

Grievance No. A-64-44

UNITED STEELWORKERS OF AMERICA
Local Union No. 2227

Subject: Scheduling of Extended Vacation.

Statement of the Grievance: "Employee request scheduling of Extended Vacation as per contract.

"Facts: Employee was forced to take his vacation against his choices while younger service employees were given a more desirable period. Also, employee so-forced against his wishes, was penalized as to earnings for this period.

"Remedy Requested: Employee be rescheduled according to Section 12 and S. V. P. (revised) effective January 1, 1964. Adjustment to be retroactive. Week beginning 1-19-64 and 1-26-64.

This grievance was filed in the First Step of the grievance procedure February 19, 1964.

2.

USS-4865-S

Contract Provision Involved: Section 12-D-1 of the April 6,
1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievance is denied.

BACKGROUND

Case No. USS-4865-S

This grievance from the Tin Temper Department of Irvin Works protests Management's refusal to allow grievant to take his 1964 extended vacation (EV) when he preferred, as a violation of Section 12-D-1 of the April 6, 1962 Agreement, as amended June 29, 1963.

In December of 1963, the Tin Temper Department had about 140 employees, 35 of whom (approximately one-quarter of the Department force), were entitled to 1964 EV's. At that time Supervision did not yet know the specific preferences of individual employees for regular vacation periods.

Department Supervision felt that there were 28 employees with adequate Roller or Assistant Roller experience, and eleven of these were qualified for 1964 EV's. Since two of those eleven deferred their EV's to retirement and one expressed no preference and no objection to being deferred to 1965, eight of the 28 employees with sufficient Roller or Assistant Roller experience had to be scheduled for a 1964 EV. This meant that twenty of the experienced Rollers or Assistant Rollers had to be presumed to be scheduled for regular vacation during the mandatory May 1-October 1 period, of which sixteen were entitled to four weeks' regular vacation and four to three weeks.

Of the 28 employees thought to have adequate experience as Rollers or Assistant Rollers, Supervision felt that only seven were able efficiently to operate No. 4 Temper Mill and, therefore, that only two of those seven could be spared at any given time. In addition, it was determined that of the total of 28 employees thought to be competent as Rollers or Assistant Rollers, a maximum of four could be off during any one time throughout the year on a pre-commitment basis.

Thus, in light of the volume of regular vacations required to be scheduled within the May 1-October 1 period and in view of sales forecasts indicating gradually higher levels of operations as the year progressed, it was decided to schedule EV's in three groups in order to insure orderly operations, one beginning early in February, one in late August, and one at the end of November.

The thirty-five employees entitled to 1964 EV's then were divided into three groups, according to their primary skills, as Temper Mill employees, Shear and Recoil employees, and Service employees. This grouping by skills left eleven extended vacationers in the Temper Mill group. Of that eleven, two deferred to retirement, and one indicated no preference and no objection to being deferred to 1965. In addition, of the seven employees qualified efficiently to operate No. 4 Temper Mill, five were entitled to 1964 EV's, one of whom deferred to 1965. The remaining four thus were scheduled first, on the basis of length of service as near as possible to their expressed preferences, and only two were scheduled to be off at any one time. The balance of the Temper Mill group then were scheduled for EV's and were divided among the three EV periods as stated above on the basis of length of service as near as possible to their expressed preferences.

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Because of prior service at Shenango Works, grievant had sufficient pension service to qualify for a 1964 EV. Grievant's unit service, however, upon which EV preferences were allotted, placed him in 24th position of the 28 employees thought to be competent Rollers or Assistant Rollers and in last place of the eleven such employees who were entitled to 1964 EV's.

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In light of all these facts, Temper Mill Supervision concluded that, in order to insure orderly operations, the best it could do was to schedule three of the eight EV's from August 30 to November 11, 1964, two from November 29, 1964 to February 27, 1965 and three from February 2 to May 2, 1964. Grievant's preferences were closer to the first period, but, since he was last in relative unit service, he was scheduled in the last period.

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The chart below lists the December 19, 1963 scheduling of the eight 1964 extended vacationers in the order of their unit service, with their indicated preferences and the dates they were scheduled to begin their EV's. (* indicates the four employees with No. 4 Temper Mill rolling experience.)

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<u>Name</u>	<u>Preferences</u>	<u>Scheduled to Begin EV</u>
* 1. Lindsey	6-1-64, 7-1-64, 8-1-64	8-30-64
* 2. Parks	6-1-64, 7-1-64, 8-1-64	8-30-64
3. Space	No Choice	
* 4. Voelkel	9-1-64, 10-1-64, 9-1-65	11-29-64
* 5. Fedor	3-1-64, 8-1-64	2- 2-64
6. Gessner	7-1-64, 10-1-64	8-30-64
7. Evans	10-1-64, 10-1-64, 10-1-64	11-29-64
8. Aiken (Grievant)	8-1-64, 9-1-64, 10-1-64	2- 2-64

Following the December 1963 scheduling of 1964 EV's and before those EV's actually were to begin, several changes were made in the above schedule. In January of 1964, because of an accident, Fedor was permitted to change his EV starting date from February 2 to January 5, 1964. In July, Voelkel was allowed to defer until 1965, and Gessner became ill and was therefore granted a change in starting date from August 30 to May 10, 1964. Prior to May of 1964, Supervision decided that it could grant a ninth EV in 1964 by scheduling Patton, who originally had deferred to 1965, to begin his EV on November 29, 1964. Before being notified, however, Patton injured his ankle and at his request was permitted to begin his EV on May 10, 1964.

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The Union charges that Management has not justified its requiring grievant to take his EV at a time not desired by him and that Management's action caused his vacation pay to be

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based upon a period of substantially lower earnings than would have been the case had he been granted an EV period of his choice. The Union named three employees, younger in unit service than grievant, who it is said were allotted an EV period preferred by grievant.

In response to the latter point, Management agrees that the three employees named are younger in unit service than grievant, but it contends that those employees were not qualified as Rollers or Assistant Rollers.

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Management notes that on December 10, 1963, grievant was notified that his EV was scheduled to begin February 2, 1964. The Company says that grievant made no complaint about the timing of his EV from December 10, 1963 until January 19, 1964. It notes also that the written grievance form was not filed until February 19, 1964. The Company thus urges that the grievance is untimely under Section 6 and also that, even if grievant's January 19, 1964 complaint had been found to have had merit, it then would have been too late, under the notice provisions of 12-D-5 and the parties' letter agreement of November 8, 1963, to have slotted another employee into the February 2 EV period allotted to grievant.

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On this point, the Union insists that grievant orally protested his EV scheduling when he was notified of it in December of 1963, and it says that grievant and Union representatives voiced oral complaint about grievant's EV scheduling on December 10, 1963 and subsequent days prior to the filing of the written grievance form.

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FINDINGS

At the hearing, the Union introduced notices which had been posted in late November or early December of 1963 on the bulletin board in the Sheet Finishing Department. One handwritten notice said that EV's must be taken outside the regular vacation period and solicited EV preferences in the first and last portions of the year, and the other said that because regular vacations get first chance at the May 1-October 1 period, employees were not likely to be able to get a 13-week vacation in the Summer, and it thus requested that employees show at least as second or third choices whether they would prefer the first of the year before May or the last of the year after September. It was said that the former was similar to a notice which had been posted in this Department (Tin Finishing) and that the latter was a copy of a uniform notice that had been distributed throughout the plant. Another Union exhibit was a copy of an "Employee Notice And Extended Vacation Schedule Preference," which said among other things, that "You should understand that extended vacations will be scheduled outside the May 1 to October 1 period for regular vacations unless the May 1 to October 1 period is not fully utilized for regular vacations." Union representatives also testified that at various Step 3 meetings, Management's spokesman stated that there would be no EV's scheduled during the regular vacation period.

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Management objected that the notices introduced by the Union were not sufficiently connected with the Tin Finishing Department involved here, and the General Foreman of Tin Finishing said that to his knowledge no such notices had been posted on the Tin Finishing bulletin board. The "Employee Notice And Extended Vacation Schedule Preference" was, however, according to Union evidence, distributed to all employees.

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But, it is unnecessary to resolve this issue, for, assuming but without deciding that Management at one time expressed the improper view stated in the Union exhibits, it is clear that this approach did not prevail for any significant length of time and surely was not applied by Management here. This is shown by the fact that in this very Department three of the eight employees who were regarded as qualified Rollers or Assistant Rollers and who had to be allotted EV's in 1964 were scheduled to begin their EV's within the May 1-October 1 regular vacation period, and a fourth was added later. Moreover, as the General Foreman explained, one of the periods which in December of 1963 he decided upon for scheduling approximately eleven 1964 EV's in the Tin Temper Department was in the May 1-October 1 period. Therefore, the present record really provides no solid basis for discussion of the problem which might be raised in some other case if Management were to apply a policy of absolutely excluding the May 1-October 1 period from any consideration for EV scheduling.

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Nor would any useful purpose be served by resolution of the dispute regarding whether this grievance first was discussed on December 10, 1963 and several times shortly thereafter, or not until January 19, 1964. The question will be decided upon its merits. It should be noted, however, that in order responsibly to point up alleged Management errors in EV scheduling within sufficient time to afford reasonable opportunity for the Company to comply with the notice requirements for a change in EV scheduling, the complaint cannot properly be deemed timely simply because it was made sometime before the EV is to begin, as the Union appears to have argued in Step 3. It must be related rather to the time when the employee was notified of his EV schedule.

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Turning then to the merits of the Union charge, the evidence shows clear compliance with the requirements of 12-D-1 and the Award in USC-1917, explaining the procedures for handling EV scheduling under the Agreement.

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Department Supervision developed in advance, as it must, a rational EV-scheduling plan which took full account of the preferences of individual employees and the seniority standing of employees in each skill group as related to the needs of the specific operations in the department. In light of the requirement that there be a sufficient force of experienced Rollers and Assistant Rollers available at all times, it surely was not unreasonable for Management to decide in advance and in order to insure orderly operations that only four of the 28 experienced employees could be off at any one time, or that only two of the seven qualified Rollers on No. 4 Mill be absent at the same time.

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The Union notes seniority lists of employees with rights under Section 13-A or -F and the Local Seniority Agreement to hold or move to critical mill jobs, as showing that there was adequate back-up of skills during all the period requested by grievant. But those lists include both those who then were incumbents of Roller and Assistant Roller jobs and those who were not but who had rights to move to those jobs to fill vacancies on the basis of their continuous service. Thus, those lists do not demonstrate that when 1964 EV schedules were required to be arranged all those employees then had experience equal to grievant's, which was thought necessary in order to perform efficiently Roller or Assistant Roller jobs. Even accepting the list introduced by the Union at face value, it shows only two employees beneath grievant on the Roller list.

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The three employees named by the Union as having been improperly preferred over grievant actually were scheduled for EV's beginning two months after grievant's third choice, but, in any event, they were not experienced Rollers or Assistant Rollers and thus Management's treatment of them does not show that it dealt unfairly with grievant. It is probably true that during most or all of the period preferred by grievant there were employees on regular vacation who had less unit service than he. But, although some of those employees in the past might have moved up to some mill jobs on occasions

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of relatively high levels and operation, they did not have experience as Rollers and Assistant Rollers comparable to grievant's, and thus it was not improper, for purposes of this determination in December of 1963, to exclude them from the group considered as qualified on those jobs.

Several items raised by the Union were intended to show that some of the problems, which Management's advance vacation-scheduling plan sought to foresee and protect against, never did occur. But none of that indicates that taking account of such potential factors was in any way unreasonable in December of 1963 when the schedule was projected for 1964. 23

Finally, the crucial fact which must be faced and which requires that the grievance be denied is that grievant was last in unit service of the eight qualified Rollers and Assistant Rollers who had to be scheduled for 1964 EV's. Thus, even if more EV's should have been scheduled in the periods requested by grievant, there were other employees with more unit service who preferred the same periods and who would have been entitled to them ahead of grievant. 24

Accordingly, the grievance must be denied. 25

AWARD

The grievance is denied. 26

Findings and Award recommended pursuant to Section 7-J of the Agreement, by

Clare B. McDermott
Clare B. McDermott
Assistant Chairman

Approved by the Board of Arbitration

Sylvester Garrett
Sylvester Garrett, Chairman