

2-26-1971

# United States Steel Corporation Geneva Works and United Steelworkers of America Local Union 2701

Sylvester Garrett  
*Chairman*

Edward E. McDaniel  
*Assistant to the Chairman*

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 McDaniel, Edward E., "United States Steel Corporation Geneva Works and United Steelworkers of America Local Union 2701" (1971). *Arbitration Cases*. 71.  
[http://knowledge.library.iup.edu/garrett\\_series/71](http://knowledge.library.iup.edu/garrett_series/71)

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

Case No. USS-8046-S

February 26, 1971

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
WESTERN STEEL OPERATIONS  
Geneva Works

and

Grievance No. SGe-70-4

UNITED STEELWORKERS OF AMERICA  
Local Union No. 2701

Subject: Request for Reporting Allowance

Statement of the Grievance: "We, the undersigned employees of the Roll Build-Up Crew, charge Management with violation of Section 1 & 10 of the Basic Labor Agreement. On December 31, 1969 we reported to work as scheduled. We worked 1 1/2 hours and were released from duty by the foreman and paid for 1 1/2 hours. We feel the Company should pay 4 hours show-up time as stated in the Agreement Section 10-E.

"Therefore, we request the Company comply to the Basic Agreement and pay monies lost - 2 1/2 hours pay."

2.

USS-8046-S

Contract Provision Involved: Section 10-E of the Basic Labor Agreement dated August 1, 1968.

Grievance Data:

Date

Grievance Filed:	January 13, 1970
Step 2 Meeting:	January 20, 1970
Appealed to Step 3:	March 5, 1970
Step 3 Meeting:	April 22, 1970
Appealed to Step 4:	June 3, 1970
Step 4 Meeting:	July 9, 1970
Appealed to Arbitration:	September 14, 1970
Case Heard:	January 18, 1971
Transcript Received:	None

Statement of the Award:

The grievance is sustained.

BACKGROUND

USS-8046-S

This grievance from Geneva Works' Structural Mill, Rolling Mills Division, presents a claim that Management improperly failed to grant reporting allowances to certain Roll Buildup Crew employees upon their early release on December 31, 1969, in violation of Section 10-E of the Basic Labor Agreement.

1

It appears that grievants, for the week beginning December 28, 1969 and ending January 3, 1970, were scheduled to work the No. 3 (4:00 p.m. to midnight) turn as follows:

2

	<u>Dec.</u>				<u>Jan.</u>		
	S	M	T	W	TH	F	S
"#3 Turn	28	29	30	31	1	2	3
		8	8	8	H	8"	

Grievants completed their scheduled work turns both on Monday, December 29 and Tuesday, December 30, 1969. On Wednesday, December 31 they reported for work at 4:00 p.m. as scheduled. Upon their arrival, however, they learned that there earlier had been a breakdown of the South Mill crane (upon which their assigned work depended) and that they, therefore, could not immediately commence their work. At the time, the crane was under repair and not expected to be available for use "until about 6:30 or 7:00 p.m." that day. At about 5:00 p.m., grievants were advised by supervision "of the likelihood of work to, or beyond, midnight to complete the 8" Mill" because of the delay caused by the crane breakdown.

3

According to Management:

4

"There is some uncertainty as to the details of the discussion which followed, but, in essence, General Foreman Beranek, advised the crew that

"they could leave immediately, if all would agree to come out on New Year's Day (unscheduled day) and finish up. When everyone agreed, the Foreman punched their time cards for the 1-1/2 hours they actually worked and they all left the premises without protest. All appeared for a full shift's work on New Year's Day in accordance with the agreement of the day before and received holiday premium pay for such work. This grievance followed on January 13, 1970 when grievants were paid as indicated on their time cards for the 1-1/2 hours actually worked on December 31, 1969."

The Company, thus, "contends that the failure of grievants to work the four (4) hour minimum was due to their 'own request, or due to their own fault' as described and intended by Section 10-E-2-b, thus precluding application to their claim of the Reporting Allowance provisions of 10-E-1." It adds, however:

"The parties are not in agreement as to the details of the December 31 discussion which resulted in their early release from work. It is true that no formal agreement was reached that the agreement by grievants to work on January 1 was the 'quid pro quo' for their early release on December 31."

According to grievants, Foreman Beranek first approached the crew with the proposal that they could go home but would have to come back the next day (a holiday) to complete their assigned work, or that the crew could stay until after midnight that day instead.

According to one grievant at the hearing, "Gil Beranek said, 'These mills have got to be changed; you'll either have to go home and come in tomorrow or stay and work late tonight.'" Shortly thereafter, according to grievants, they were approached by their turn Foreman, Pasin, who "told us to go home and come back the following day." (Foreman Pasin, notably, was not available at the hearing as, reportedly, he had left the employ of the Company.)

7

The Union witnesses reported at the hearing that they first were aware that Management intended not to pay a reporting allowance upon being handed their time cards (punched for only 1-1/2 hours) at the plant gate as they were leaving the premises. According to one witness, "When I returned back to work, I questioned Pasin about our being paid only 1-1/2 hours and he told me that Gil Beranek had instructed him to mark our time cards that way."

8

General Foreman Beranek did, however, testify at the hearing, in effect, as follows:

9

"I made the proposal to the crew that since the crane was out they could either stay and work that night as a crew, or go home immediately and come back the following day. I gave them the option to stay or go home, and when I left them I had understood that they had all agreed to leave and come back the following day. Later the turn Foreman did ask me how the 'grievants' cards should be punched. I told him that in my opinion the crew had decided to go home, that we were not sending them home and that, therefore, no show-up time was involved. At the time of my discussion with the crew, I did not mention show-up pay to them one way or the other."

And, notably, at the hearing, Foreman Beranek added, "There is always some type of work that they could have been doing--but we had not lined up any other work for them that night."

Essentially, the position of the Company is that "Grievants, whose voluntary actions formed the basis for their early release on December 31, 1969, are not entitled to show-up pay for any time not worked on that day." The Union, however, asserts that grievants, indeed, are entitled to reporting allowances for some 2-1/2 hours each as they were released from duty under circumstances which, under the Agreement, makes such payment mandatory.

#### FINDINGS

The total evidence establishes, we think, that grievants on December 31 initially were given an option to continue work beyond their scheduled work turn or to be released after 1-1/2 hours work if they returned the following day, a holiday, to perform their assigned work. The evidence is in sharp conflict, however, as to whether turn Foreman Pasin, indeed, withdrew that option by directing the employees to leave and to return the following day. In any event, grievants did leave and did return the following day to complete (at overtime holiday rates) the assigned work.

The position of the Company, that grievants "waived" their rights to reporting allowance pay under Section 10-E-1, raises a threshold question upon which, we believe, this entire case turns. Although here, the evidence is undisputed that there was no discussion of reporting allowances, per se, the Company urges that grievants actually left work on their own accord and, thus, are not entitled to 10-E-1 reporting allowances.

Section 10-E-1, notably, provides:

13

"An employee who is scheduled or notified to report and who does report for work shall be provided with and assigned to a minimum of 4 hours of work on the job for which he was scheduled or notified to report or, in the event such work is not available, shall be assigned or reassigned to another job of at least equal job class for which he is qualified. In the event, when he reports for work, no work is available, he shall be released from duty and credited with a reporting allowance of 4 times the standard hourly wage rate of the job (including any applicable additive in Appendix A-1) for which he was scheduled or notified to report. When an employee who starts to work is released from duty before he works a minimum of 4 hours, he shall be paid for the hours worked in accordance with Section 9--Rates of Pay and credited with a reporting allowance equal to the standard hourly wage rate of the job (including any applicable additive in Appendix A-1) for which he was scheduled or notified to report multiplied by the unutilized portion of the 4-hour minimum. Any additions provided in Section 9-K-7 and Section 9-L shall apply."

And, 10-E-2-b, thereunder, states:

"2. The provision of this Subsection E shall not apply in the event that:

"b. An employee is not put to work or is laid off after having been put to work, either at his own request or due to his own fault...."

In this situation, grievants' option, if indeed, they, in fact, reasonably, were given such option, related specifically and solely to whether they would remain at work (as scheduled) on December 31 or leave and return (as they were not scheduled) to work on January 1, the following day. This option expressly did not relate to whether grievants would or would not be credited with a reporting allowance--if they chose not to remain and complete their work on the day in question. Here, admittedly, there was other work available to grievants; here, admittedly, Management reasonably could have required grievants to remain and perform such work; and here, admittedly, grievants actually were released after having performed less than four hours' work during a scheduled work turn.

To say that grievants here actually were not released but that they left on a "voluntary basis" is at most an exercise in semantical rhetoric. The fact is, they were "released," under circumstances clearly calling for payment of reporting allowances to each "equal to the standard hourly wage rate of the job (including any applicable additive in Appendix A-1) for which he was scheduled or notified to report multiplied by the unutilized portion of the four-hour minimum," as provided under 10-E-1 of the Agreement.

Furthermore, this Board may not sanction a claimed waiver of express contract rights, particularly where, as here, based on direct "negotiations" between local Management and

bargaining unit employees. We are, therefore, persuaded, upon the entire evidence presented, that grievants improperly were denied reporting allowances as claimed. Accordingly, the grievance in this case must be sustained.

AWARD

The grievance is sustained.

17

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

*Edward E. McDaniel*

Edward E. McDaniel  
Assistant to the Chairman

Approved by the Board of Arbitration

*Lester Garrett*  
Lester Garrett, Chairman