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United States Steel Corporation Wire Operations Trenton Works and United Steelworkers of America Local Union 2670

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UNITED STATES STEEL CORPORATION  
WIRE OPERATIONS  
Trenton Works  

and  

UNITED STEELWORKERS OF AMERICA  
Local Union No. 2670  

Grievance No. WT-64-21  

Subject: Local Working Condition - Plant Shutdown for Vacations  

Statement of the Grievance: "Local Union 2670 charges the Company with a violation of the April 6, 1962 Agreement as amended June 29, 1963 by not adhering to a long established practice of a shutdown during the months of July and August for 2 weeks and in our 1964 vacation the Union agreed to increase the shutdown to 3 weeks."

"Facts: This practice was put into effect years ago because of the type of operation that we have in this mill and also to give the employees their vacation when it was most desired. The vacation shutdown in the months of July and August were agreed to as a result of a survey that was taken by management at the request of the Union."
"Remedy Requested: That the company schedules a 3 week shutdown in the months of July and August."

This grievance was filed in the Third Step of the grievance procedure December 1, 1964.


Statement of the Award: The grievance is denied.
The members of the Grievance Committee at Trenton Works grieve the failure of the Company to shut the plant down for vacations in 1965.

For more than 20 years, except for certain years in which strikes occurred, Trenton Works scheduled vacations for all employees (except some Maintenance) during a plant-wide vacation shutdown. There is no evidence of any agreement that the plant so would be shut down each year, but in fact such has been done for many years in the exercise of Management discretion.

In 1965 the Company followed the procedure outlined in Section 12-C of the Basic Agreement for scheduling of vacations, although it was indicated at the hearing that Trenton Works might return to use of a plant shutdown for vacations in 1966.

The Union here relies on the argument that an established local working condition, under Section 2-B-3, requires that the Company shut the plant down for a vacation period every year. In evaluating this contention it is appropriate to note that Section 12-C of the Basic Agreement long has contemplated that vacation scheduling rests in Management's discretion, subject to the safeguards of individual rights as there specified. It also long has been clear that the use of plant shutdowns for vacation purposes is discretionary. The Memorandum of Understandings on Miscellaneous Matters now attached to the Basic Agreement includes in Paragraph 2:

"In case Management desires to schedule vacations for employees eligible therefor during a shutdown period instead of in accordance with the previously established vacation schedules for that year, Management shall give affected employees sixty days' notice of such intent; in the absence of such notice, an affected employee shall
"have the option to take his vacation during the shutdown period or to be laid off during the shutdown and to take his vacation at the previously scheduled time."

Similar language reflecting the discretionary nature of plant shutdowns for vacations may be found in Supplements to prior Basic Agreements, going back to 1952. In Paragraph 5 of a letter dated August 22, 1952, by John A. Stephens (Vice President of the Corporation) and confirmed by Philip Murray (President of the Union) there appears:

"The paragraph 2 of Subsection 12-C--Scheduling of Vacation, of the April 22, 1947 Agreement was omitted from the Agreement dated August 15, 1952, solely in order to avoid the problem which arose during the 1947 Agreement with respect to eligibility of employees for unemployment compensation. The omission of the paragraph does not affect the right of the Company or Plant Management to shut down any department or plant and to schedule employees for vacation during such period of shutdown."

In this context of bargaining history, and the language of Section 12-C, it is not possible to construe the evidence here as establishing a fixed commitment always to shut the Trenton Works down every year for a vacation
period. Thus the evidence does not suffice to show that the Trenton Plant vacation shutdowns became a local working condition within the protection of Section 2-B-3 of the Basic Agreement.

AWARD

The grievance is denied.

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

Peter Florey
Assistant to the Chairman

Approved by the Board of Arbitration

Solvester Garrett, Chairman