

11-22-1965

United States Steel Corporation Waukegan Works and United Steelworkers of America Local Union No. 1115

Sylvester Garrett

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BOARD OF ARBITRATION

Case USS-5275-W

November 22, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
Waukegan Works

and

Grievance No. WWK-64-28

UNITED STEELWORKERS OF AMERICA
Local Union No. 1115

Subject: Job Description and Classification

Statement of the Grievance:

Job in Dispute:

Wire Drawer (Machines)

Stipulation Dated:

November 9, 1964

Contract Provision Involved:
Basic Agreement.

Section 9-D of the April 6, 1962

Statement of the Award:

The grievance is timely and is
returned to the parties for consideration on its merits.

BACKGROUND

Case USS-5275-W

At issue is the timeliness of the request of the Plant Union Committee at Waukegan Works that the classification of the job of Wire Drawer (Machine) (P.C. 24-07) be increased under Section 9-D of the April 6, 1962 Agreement.

1

With the signing of the April 6, 1962 Agreement, the procedure followed in the administration of job descriptions and classifications was changed at Waukegan Works. A Plant Union Committee was established to which the function of approving proposed job descriptions and classifications was transferred. Meetings between this new Plant Union Committee and designated Company representatives were informal, and minutes were not prepared, unless an impasse was reached on a specific issue. (The members of the Plant Union Committee repeatedly requested minutes for each meeting, but the Company saw no necessity for them.) When a Form G was given to the Plant Union Committee at any one of these meetings, it was held for study. At each subsequent meeting it would be mentioned as a pending item, until investigations were completed, and the Union and Company members were ready to discuss it in detail.

2

In April of 1963 dead blocks were installed on two of the six 4 draft Morgan Rod Machines in the East Mill. On June 28, 1963, the Company issued a Form G incorporating the use of dead blocks in the job description without changing the classification. This Form G was discussed at a regular meeting on September 6, 1963, at which the members of the Plant Union Committee suggested certain changes in the wording of the job description. There is no record of a formal, written grievance. Shortly thereafter, the Company prepared a revised Form G and presented it to the Plant Union Committee at the October 9, 1963 meeting.

3

Internal notes of the Company indicate that the revised Form G was not discussed again until a meeting held on March 18, 1964, at which a Company representative, appointed to the Committee after the October 9, 1963 meeting, took the position that the complaint was not timely.

(In the meantime, additional machines had been equipped with dead blocks, among them three of the nine six draft Morgan Rod Machines in June of 1964.)

Union witnesses recollected that the revised Form G remained in the "active" file of the Plant Union Committee between October 9, 1963, and March 18, 1964, and they believed that it "was brought up" at each intervening meeting as a pending item, although it was not discussed.

The Plant Union Committee continued to talk about the revised Form G in meetings subsequent to March 18, 1964. Without waiving its position on the issue of timeliness, the Company finally prepared a stipulation on November 9, 1964, in which the Company position with respect to Factors 2, 5, and 12 was set forth.

The question of proper job classification is not before the Board at this time: the parties have restricted their submission to the issue of timeliness.

The Company refers to marginal paragraph 129, Section 9-D-4, which provides in part:

"The Plant Union Committee shall be exclusively responsible for the filing of grievances and may at any time within 30 days from the date of installation file a grievance with the plant management representative designated

"by the Company alleging that the job is improperly described and/or classified under the provisions of the Manual." (Underscoring added.)

The Company takes the position that a formal grievance should have been filed by the Plant Union Committee not later than November 9, 1963. 10

FINDINGS

The procedure to be followed under Section 9-D-4 of the Basic Agreement is not described with the same attention to detail as that found in Section 6-C, marginal paragraph 43. Under Section 6-C, a grievance, to be considered beyond Step 1, must be filed in writing on forms furnished by the Company, promptly after the conclusion of the Step 1 discussions. This procedure also governed job description and classification grievances prior to April 6, 1962, which were processed through the regular steps of the grievance procedure, as for instance, in Cases A-677 and A-753. 11

Section 9-D-4 provides no specific direction as to how a Plant Union Committee should "file" a grievance, and records of cases filed with the Board of Arbitration after April 6, 1962 indicate no consistent procedure governing the handling of grievances under this new provision. A representative number merely contain the so-called "stipulations" signed by both Union and Company representatives, and no formal Plant Union Committee grievances. If written grievances, similar to those under Section 6-C, were required to be filed in these cases, they would have been appended to the Company's briefs under Section IV-A of the Rules of Procedure of the Board. 12

The Management representatives on the Joint Committee at Waukegan took no issue with the statement of the Union members that a Form G is not discussed on its merit until the meeting following its submission. Under the argument advanced by the Company in this case, some of these discussions would have been untimely since, in some instances, meetings were held more than 30 days apart. Also, the record does not disclose that Management at Waukegan had formally designated a representative with whom grievances have to be "filed" under Section 9-D-4. Instead, the very meetings of the Joint Committee were, in fact, grievance discussions involving job descriptions and classifications, and grievances were put on the table whenever the Plant Union Committee met with the representatives designated by the Company. 13

Therefore, it was not unreasonable in the particular circumstances of this case for the Union members to assume that this Form G had been grieved and that such status continued up to the time the stipulation was presented. In view of this, the provisions of Section 9-D-4 do not now foreclose consideration of the merits of this grievance. 14

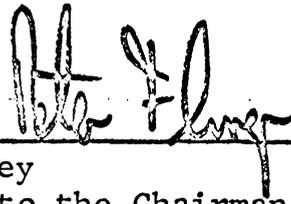
AWARD

The grievance is timely and is returned to the parties for consideration on its merits. 15

5.

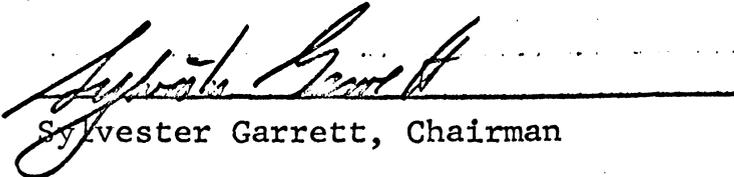
USS-5275-W

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

A handwritten signature in cursive script, appearing to read "Peter Florey", written over a horizontal line.

Peter Florey
Assistant to the Chairman

Approved by the Board of Arbitration

A handwritten signature in cursive script, appearing to read "Sylvester Garrett", written over a horizontal line.

Sylvester Garrett, Chairman