12-4-1964

United States Steel Corporation Tubular Operations Lorain Works and United Steelworkers of America Local Union 1104

Sylvester Garrett

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BOARD OF ARBITRATION

Case No. N-539

December 14, 1964

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
TUBULAR OPERATIONS
Lorain Works

and

UNITED STEELWORKERS OF AMERICA
Local Union No. 1104

Grievance No. N-L62-414

Subject: Seniority Status of Grievance Committeeman in Reduced Workweek.

Statement of the Grievance: "I be paid all monies lost week 11-24-63 thru 11-30-63 and week 12-1-63 thru 12-7-63.

"I am the committeeman for zone 7. I should have been allowed to work whatever the department was scheduled to work. This was brought to Mr. Cook's attention and told him to expedite matters by notifying #4 Smls. supervision Wed. 11-27-63.

"Payment of all monies lost."

This grievance was filed in the First Step of the grievance procedure December 5, 1963.


Statement of the Award: The grievance is denied.
Underlying this case is a grievance filed by the Grievance Committeeman for the Seamless Finishing Department at Lorain Works claiming that under Section 13-I of the April 6, 1962 Agreement, as amended June 29, 1963, he should have been scheduled for a fifth day of work as long as some employees in his plant area were scheduled for five days of work while he was scheduled for only four days.

During the two-week period from November 23, 1963 through December 7, 1963, grievant was scheduled as a Cutoff Machine Operator in the 1-2-3 Seamless Finishing Department and worked as follows:

November

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*Holiday

December

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Prior to November 24, 1963, employees in the finishing end of 1-2-3 Seamless Mills had not experienced a reduction in force for some time, and those scheduled for the week of November 24, 1963 worked three days as shown on grievant's schedule. For the week beginning December 1, 1963, ten employees were laid off; the remaining employees all worked the same four days as grievant.

In the week of November 24, 1963, employees in No. 4 Seamless Finishing (which is in a department different from that of 1-2-3 Seamless Finishing but belongs to the same seniority unit) were scheduled to work five days (with Thanksgiving Day off), and in the week of December 1, 1963, also five
days. Grievant claims that as a Committeeman both for 1-2-3 Seamless Finishing and No. 4 Seamless Finishing he should have been assigned to work a fifth day in both weeks in the No. 4 Seamless Finishing Department, (where he could have performed the work of Cut Crush Operator) on the basis of Section 13-I of the Basic Labor Agreement.

The grievant in this case has been reimbursed twice when there was a "curtailment of forces" (both involving more than seven days), and he had been laid off, while employees in other departments of his plant area had worked.

The Union also referred to several grievance settlements in which Grievance Committeemen had received pay for a week, and in one instance for several days, when their department had been shut down while employees in their plant areas had worked.

The Company countered with numerous instances in which grievant's department had been on a short workweek, and grievant had worked four days, while departments within his plant area worked a full five-day week. The Union pointed out that in these instances grievant had not requested an assignment for a fifth day of work.

The Company argued that Section 13-I should be interpreted strictly because it gives Grievance Committeemen seniority rights superior to that of other employees in case of a reduction in force.

In the course of the grievance procedure, the Company cited Case T-558 as determinative of the issue in this case since a so-called 7 Day Agreement in existence at Lorain Works is allegedly similar to the Local Agreement referred to by the Board in Case T-558. At the hearing, the Company did not rely on the Board's decision in Case T-558 but argued that a reduction in force had not taken place, and that, therefore, Section 13-I is not applicable; even if a decrease in forces had occurred, Section 13-I requires only that the Grievance Committeeman be scheduled for the hours per week worked in his own department.
With respect to the so-called 7 Day Agreement, the Union argues that it is not applicable here because it was only intended to make the plant-wide seniority agreement workable as applied to the layoff of a large number of employees but was never intended to affect in any way the application of Section 13-I of the Basic Labor Agreement. The Union, in its brief, comments as follows:

"The Company has taken the position that Section 13-1 of the Basic Agreement has no application to this case because they feel the issue was determined in a previous award at Fairfield Sheet Mill, namely T-558.

"In T-558 the Company relied on a local agreement that states:

'A temporary lay-off for a period not exceeding one calendar week shall not be regarded as a reduction in force, and employees affected shall not exercise continuous service on lower ranking occupations (or occupations of equal rank). Work available on such occupations as are utilized during the temporary period shall be assigned to the employees on the occupation and the turn with the greatest continuous service. In other words, each turn and each occupation shall stand on its own feet for one calendar week.'

"In quoting this part of T-558, the Company claimed that the '7 Day Agreement' in Lorain would have the same effect, however the Union can see no similarity. The '7 Day Agreement' states:"
'In recognition of the problems imposed upon Management when it becomes necessary to curtail operations within a seniority unit, the parties agree that for such curtailments of one weeks (7 days) duration, the regular incumbents of jobs that will operate during the curtailment will not be displaced.

'When curtailment is to be for a period longer than one week (7 days) provisions of Section 13, Seniority, will apply in filling the jobs that will operate during the period of curtailment.

'The foregoing agreement will not apply to all Operating, Maintenance, and Fuels and Power units and all other service units except those service units where it has been the practice to apply seniority provisions to a shorter period.

'The foregoing also will not apply to current practices with respect to repair periods and other outages not directly related to planned curtailment of operations.'"

FINDINGS

Section 13-I was negotiated to retain in active employment the plant Grievance Committeeman for the purpose of continuity in the administration of the Labor Contract in the interest of employees, so long as a work force is at work.
There is no indication in Section 13-1 that "active employment" means employment for any given number of work days. Thus, under the contract language, a Grievance Committeeman could be considered actively employed when he works on the same scheduled basis as other employees in his unit although other units which he represents work five days.

The so-called "super" seniority rights of a Grievance Committeeman are spelled out in the first sentence of marginal paragraph 225 of Section 13-1 as follows:

"When Management decides that the work force in any seniority unit in any plant is to be reduced, the member of the plant grievance committee, if any, in that unit shall, if the reduction in force continues to the point at which he would otherwise be laid off, be retained at work and for such hours per week as may be scheduled in the department in which he is employed, provided he can perform the work of the job to which he must be demoted."

Under this quoted language, the benefits of 13-I normally are available to a Grievance Committeeman when a reduction in force continues to the point in his seniority unit at which he otherwise would be laid off. The issue in this case involves an argument that a four-day workweek constitutes a "reduction in force" for the application of Section 13-I, while the Company denies that this is the intent and purpose of the language.

Section 13-I was written to cover all local bargaining units in the Corporation, a multitude of different departmental setups and different locally negotiated seniority units and promotional sequences.

Earlier decisions as in Cases G-78 and T-558, reveal that the Board will give due weight to practices and understandings existing at an individual mill to find that practical application of the language found in Section 13-I.
The record shows that the parties at Lorain Works have already applied Section 13-1 under a variety of circumstances. It seems quite clear that the shutdown of a department, be it for a week or longer or be it just for a few days, is considered a reduction in force and calls for the application of Section 13-1. This local understanding is not affected by the Board's decision in T-558 where, unlike the so-called 7 Day Agreement, a Local Agreement defined the words "reduction in force." The record also seems to be clear that, at Lorain Works, the scheduling of a department for a four-day workweek has not been considered by the parties as a reduction in force under any of the provisions of Section 13.

The Union also takes the position that the grievance includes application of Section 13-1 to Assistant Grievance Committeemen. Since the grievant is not an Assistant Grievance Committeeman, and since this problem was not fully discussed in the grievance procedure, or at the hearing, the Board will not express any opinion on the point.

AWARD

The grievance is denied.

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

[Signature]

Peter Florey
Assistant to the Chairman

Approved by the Board of Arbitration

[Signature]

Sylvester Garrett, Chairman