

3-31-1971

# United States Steel Corporation Eastern Steel Operations Lorain-Cuyahoga Works and United Steelworkers of America Local Union 1104

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BOARD OF ARBITRATION

Case No. USS-8147

March 31, 1971

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
EASTERN STEEL OPERATIONS  
Lorain-Cuyahoga Works

and

Grievance No. TL-69-400

UNITED STEELWORKERS OF AMERICA  
Local Union No. 1104

SUBJECT: LOCAL WORKING CONDITIONS; LUNCH PERIOD SCHEDULING

Statement of the Grievance:

"The Company is setting up a prescribed lunch period for the machine shop. We have a long standing 2B practice of eating lunches at anytime during the turns.

"That we be put back on our 2B Practice."

Contract Provisions Involved: Section 2-B of the Basic Labor Agreement of August 1, 1968.

Grievance Data:

Date:

Date filed:	December 4, 1969
Step 2 Meeting	December 11, 1969
Appealed to Step 3	January 13, 1970
Step 3 Meeting	January 16, 1970
Appealed to Step 4	March 20, 1970
Step 4 Meeting	September 15, 1970
Appealed to Arbitration	October 27, 1970
Case Heard:	February 25, 1971

Statement of the Award:

The grievance is denied.

BACKGROUND

This grievance, from the employees of #1 Machine Shop, Central Maintenance Division, Lorain Works, contends that Management violated a binding past practice when, on December 1, 1969, it installed a prescribed period for lunch, instead of permitting the employees to continue to eat at any time during their working turn.

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Machine Shop employees are granted a paid 20 minute lunch period during their 8 hour turn. For many years these employees were permitted to take that lunch period at any time during the turn.

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On October 1, 1969, a new General Foreman assumed his position in the Machine Shop. After investigation, he felt that Shop efficiency was adversely affected by the proliferation of lunch periods. He observed some men eating at their machines, some eating in the locker rooms throughout the turn and some eating in clusters around the Shop. The General Foreman claimed the men on the assembly floor took time out for lunch while men assigned to cranes waited; when the assembly floor men were finished, the men on the cranes would come down to eat; the cranes would not then be available to assist the men on the assembly floor until the cranes finished eating. According to the General Foreman, trucks are customarily loaded and unloaded on the 7-to-3 turn and the drivers usually eat lunch between 11:00 A.M. and 11:30 A.M. In the General Foreman's view, the lunch periods for the cranes had to be dovetailed into the truck drivers' lunch period, or there would be idled trucks waiting while the crane operators ate. The General Foreman further felt there was the possibility that a man might take more than one lunch period, or be away from his assigned post without proper control by Supervision.

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Effective December 1, 1969, the General Foreman established prescribed lunch periods for all the men in the Shop. He split the work force on each turn into two groups, with a separate lunch period for each. All men under the same Supervisor are now supposed to eat at the same time, since there are two Supervisors on each turn. The desired work coordination among the truck drivers, the crane operators and the men on the assembly floor is supposedly accomplished. Management now expects that, ordinarily, a man will not leave his work area at times other than his prescribed lunch period. At the hearing, the General Foreman indicated Management had no objection if a man eats a snack during his turn, so long as he remains beside his machine and is observing the operation of his machine, with both hands free. However, if the man is on the assembly floor, or if his job requires that he use both hands, Management did indicate it would frown upon such an employee eating at a time other than his lunch break. In the General Foreman's opinion, Shop efficiency is now vastly improved.

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The Union challenges the Company's unilateral change concerning

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lunch periods. It points out that Management did not indicate any actual problem with or abuse of the staggered lunch period privilege to the Union Grievance Committeeman prior to the change. Nor did the Company reprimand or otherwise discipline any employee for improperly leaving his work station or for taking two lunch periods. There was no Company evidence, says the Union, of any abuse of the varied lunch period. According to the Union, the men were, prior to the change, permitted to eat only beside their machines or in the open Shop area, were forbidden to eat in the locker room, and thus were clearly visible to Supervision for assignment and control at any time. The Union relies upon Section 2-B, asserting a long-standing practice by these employees of eating lunch at any time they chose, during the turn. The Union asserts that, during the 1950's, the Company attempted to change the practice but, after conferences with the Union, did not do so. In the Union's view, the Company should not be permitted to do so now. The Union takes the position that the Company has exceeded its management rights accorded under Section 3.

The Company claims prescribed lunch periods are now necessary for the efficient operation of the Shop. It asserts the prerogative, which it deems to be reasonable, to change the Grievants' lunch period from variable to a fixed time. In the Company's opinion, the Section 2-B benefit to which the men in the Machine Shop are entitled is a paid 20 minute lunch period, at or near the middle of the work turn, which is now provided. The Company claims the requisite benefit has been maintained under the new fixed lunch period; it has merely changed the manner in which that benefit is now provided. Mere employee likes or dislikes, alleges the Company, do not govern the validity of the Company's action. The Company argues that the precise time of a lunch period should not be of concern to an employee. Rather, it states, so long as the lunch period time is reasonable, and regularly provided, as is the case here, the Section 2-B benefit has been properly protected.

#### FINDINGS

The right of the Grievants to be granted a paid 20 minute lunch period during an eight hour work turn is not in issue. However, citing Section 2-B, Grievants claim they must be permitted, as they were in the past, to take that lunch period break at any time during the turn they elect.

To constitute a local working condition protected under Section 2-B the challenged condition must be one which confers a substantial benefit upon the employees. Mere likes and dislikes of individual employees, will not determine whether a given custom or practice confers

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a benefit. Rather, the question in this case, is whether an ordinary employee in the same situation would reasonably regard the variable lunch period as conferring a substantial benefit upon him in relation to his job.

Aside from personal preference, the Union provided no other evidence that the variable lunch period offers substantial advantages to the employees over the fixed lunch period. The Company, on the other hand, demonstrated substantial reasons for making the change. Further, as stated in USC-564:

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"The precise time of the lunch period ordinarily is not a matter of great concern to the average employee, as long as it falls reasonably close to the middle of the turn and is provided regularly. Since scheduling of shifts seems to be in Management discretion (in the absence of any agreement which might affect exercise of such discretion) it would be anomalous to hold that the precise time for lunch must be frozen permanently at the time it long has been provided."

The benefit to be protected in this situation is the paid 20 minute lunch period. A change in the time when such lunch period is provided from a variable period to a fixed one merely alters the manner in which the benefit is provided. It does not substantively affect that benefit, which has been preserved.

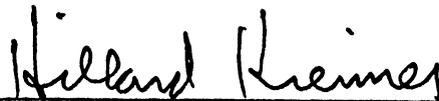
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AWARD

The grievance is denied.

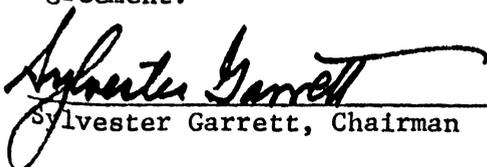
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Findings and Award recommended by



Hillard Kreimer, Arbitrator

This is a decision of the Board of Arbitration, recommended in accordance with Section 7-J of the Agreement.



Sylvester Garrett, Chairman