3-23-1971

United States Steel Corporation Eastern Steel Operations Homestead Works and United Steelworkers of America Local Union 1397

Sylvester Garrett
Chairman

Alfred C. Dybeck
Assistant to the Chairman

BOARD OF ARBITRATION

Case USS-8158

March 23, 1971

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
EASTERN STEEL OPERATIONS
Homestead Works

and

Grievance No. HH-70-124

UNITED STEELWORKERS OF AMERICA
Local Union No. 1397

Subject: Alleged Local Working Condition

Statement of the Grievance: "The Union protests for the employees of the #1 Structural Yard Managements action of not affording them their paid lunch break in accordance with the long established practice. Lost wages are requested.

"Facts: On the 3-11 turn of Jan. 16, 1970 the turn foreman informed the employees of this area they would not be permitted to have a lunch break but to 'eat on the run'. Ultimately the crew was sent home at 10 p.m.

"Superintendent Matsik admitted to the Union that this did occur but was a misunderstanding.

"Since the employees worked 7 consecutive hours without a lunch break they are entitled to be paid for this period as time worked.

"Remedy Requested: Cease and desist and payment of lost wages."

Contract Provision Involved: Section 2-B of the August 1, 1968 Agreement.

Grievance Data:	Date
Grievance Filed:	February 17, 1970
Step 2 Meeting:	Not Available
Appealed to Step 3:	May 7, 1970
Step 3 Meeting:	May 22, 1970
Appealed to Step 4:	June 16, 1970
Step 4 Meeting:	August 13, 1970
Appealed to Arbitration:	November 9, 1970
Case Heard:	February 22, 1971
Transcript Received:	None

Statement of the Award: The grievance is denied.

In this grievance from the No. 1 Yard, Bloom and Structural Division, Homestead Works, the Union contends that the Company on January 16, 1970 improperly denied the Yard employees of a 20-consecutive-minute lunch break to which they are allegedly entitled under Section 2-B of the August 1, 1968 Agreement. 1

Prior to January 1970 the cranes in the No. 1 Yard were usually shut down for 20 minutes near the middle of each turn and the equipment on the floor, depending on the crane service, would also shut down at the same time and the employees would eat lunch during this period. 2

In January 1970 the division experienced a substantial increase in customer demand and the Management decided to increase the availability of crane service by assigning a Spell Craneman to provide crane relief thereby permitting uninterrupted service to the equipment. Management explained this change in procedure to the Grievance Committeeman and his Assistant on January 16, 1970 assuring them that while the equipment would continue to operate, each employee would still receive a 20 minute lunch break either during breakdowns or while the mill was blocked up or by "swiping" fellow employees. On this basis the Union representative agreed to this arrangement. 3

This grievance relates solely to the afternoon turn on January 16 and claims that on that turn the Foreman informed the employees in the Yard that they would have to "eat on the run." It is claimed that as a result the employees did not receive a 20-consecutive-minute lunch break as they had in the past and the grievance also notes that on the turn in question the employees were released one hour early because of lack of work. 4

5 The Union does not dispute the assertion that the Committeeman in question agreed to an arrangement whereby the equipment in the Yard would continue working without interruption. However it is asserted that this understanding was predicated on the employees' still receiving their 20-consecutive-minute lunch break. It is this alleged practice that the Union seeks to protect claiming broadly that the employees in the Yard did not receive such a lunch break on the day in question.

6 The Company contends that the instant grievance filed by the Chairman of the Grievance Committee is defective in that it fails to identify those individuals allegedly damaged by the action of the Company. In asserting this position the Company relies on such Board decisions as N-66 and N-70.

7 Without waiving this procedural defense, the Company contends that no Section 2-B local working condition exists at the No. 1 Yard requiring the shutting down of all equipment for a 20-consecutive-minute lunch break. The Company really does not dispute, however, that the employees in the Yard are entitled to a 20-minute period for lunch but not necessarily with the equipment shut down. The Company's witnesses assert that they know of no turn, including the one in issue, in which the employees did not get an opportunity for a 20-minute lunch break.

FINDINGS

8 Section 6-D-5 of the Agreement clearly provides that the Chairman of the Grievance Committee has the right to file grievances alleging violation of Section 2-B, among other provisions, without the signatures of affected employees being required. In light of this provision, the Company's contention

here, that this grievance--which does allege a Section 2-B violation--is procedurally defective, is without merit. Since the provisions of Section 6-D-5 first appeared in the 1965 Agreement on an experimental basis, and carried over into the 1968 Agreement, it is of little value to the Company to cite cases decided in 1946 and 1947 respectively on this procedural point.

However, it can be reasonably expected that at 9
sometime during the grievance procedure the Company is entitled to be informed of the employees affected by an alleged violation. It would seem that this information would be an integral part of the Union's evidence in support of its position. Here the Union during the grievance procedure and at the hearing referred broadly to all the employees on the particular turn in question as having been affected by the alleged violation. At no time has the Union presented a witness who was prepared to testify that as a matter of fact he or any other employees on that turn did not get a 20-consecutive-minute period in order to eat lunch. The only witnesses presented at the hearing were not on the turn in question and had no first-hand knowledge of what occurred.

Thus, even assuming a local working condition 10
exists in the area involved assuring the employees of a 20-consecutive-minute lunch break during the turn, the evidence here fails to establish the very basic allegation in the grievance, denied by the Company, to the effect that the employees did not get such lunch break on the turn in question. For this reason the grievance will be denied.

AWARD

The grievance is denied.

11

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

Alfred C. Dybeck
Assistant to the Chairman

Approved by the Board of Arbitration

Sylvester Garrett, Chairman