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United States Steel Corporation Sheet and Tin Operations Irvin Works and United Steelworkers of America Local Union 2227

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BOARD OF ARBITRATION

Case USS-5059-S

December 30, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Irvin Works

and

Grievance Nos. A-64-60;
SI-64-88

UNITED STEELWORKERS OF AMERICA
Local Union No. 2227

Subject: Right to Step Up.

Statement of the Grievances: Grievance A-64-60

"Employees seniority rights violated - third turn 3/4/64." The grievants requested that "Management make whole loss of wages suffered by grievants by not being stepped up for this turn."

This grievance was filed in the First Step of the grievance procedure March 6, 1964.

Grievance SI-64-88

"Employee's seniority rights violated (first turn) 6/2/64." The grievant requested that "Management make whole loss of wages suffered by grievant not being stepped-up on this turn."

2.

USS-5059-S

This grievance was filed in the
First Step of the grievance procedure June 4, 1964.

Contract Provisions Involved: Sections 2-B and 13 of the April
6, 1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievance is denied.

BACKGROUND

Case USS-5059-S

Underlying this case are Grievances A-64-60 and SI-64-88 in which employees in the Tin Temper Department of Irvin Works claim the existence of a local working condition under Section 2-B-3 of the April 6, 1962 Agreement, as amended June 29, 1963 that employees are not held over for overtime as long as employees report for work on the next turn and are willing to step up.

1

On Wednesday, March 4, 1964, No. 3 Temper Mill was scheduled to operate on the 12-8 turn and 8-4 turn. Early in the afternoon, the Company determined that it would be necessary to operate it also on the 4-12 turn, and decided to hold over the Roller, Assistant Roller, and Roller Helper for eight hours of overtime.

2

On the 4-12 turn of Monday, June 1, 1964, Management decided to operate No. 4 Recoiler for an additional four hours and held over its Operator and Helper.

3

Thus, in both cases, Management held over employees on an overtime basis beyond the end of their regularly scheduled turns to continue to operate their units which previously had not been scheduled to operate the following turn. Grievants in both cases claim that the addition of operating turns on the units created "open jobs," and that employees had always been granted the right to step up to open jobs if they involved a promotion. In the Tin Temper Department such step-ups are based on lines of progression established or negotiated on the basis of average earnings and, as a rule, afford employees higher earnings. Nevertheless, step-ups are optional and can be refused.

4

Over the years, Foremen have preferred step-ups to overtime work for reasons of economy. When they deviated from this method of filling "open jobs," they explained their reasons to the "by-passed" employees.

5

A new General Foreman was appointed in 1963 who re-examined operating procedures, preferred overtime assignments in some instances to the uncertainty and turmoil connected with optional step-ups, and failed to give the customary explanation to "by-passed" employees when he assigned overtime.

6

At the hearing, the Union submitted a statement, signed by a large number of employees, which reads, in part, as follows:

7

"...on all occasions when an extra Unit was operated, the Personnel on the turn that this occurred on were granted the right to step-up if this resulted in a promotion."

The Company does not deny that, in most instances, it follows the step-up procedure, particularly since this avoids payment of overtime. However, on many occasions this procedure was not followed, and for the sake of "harmony" the Foreman explained to the "by-passed" employees why other men were held over on overtime. The Company still has three avenues for the manning of units scheduled for additional turns: holding over, calling out, or stepping up.

8

FINDINGS

Whether for reasons of economic management or for good employee relations, Supervisors in the Tin Temper Department have, as a rule, stepped up employees rather than held over employees on overtime. The Union claims that this "practice" has, over the years, ripened into a local working condition, protected by Section 2-B-3 of the Agreement.

9

Under Section 2-B-3, as interpreted by this Board, not every Management action, although fairly consistent over the years, need ripen into a local working condition.

10

The fact that Supervisors explained overtime assignments for the sake of good industrial relations cannot, by itself, be interpreted as a recognition of a right on the part of grievants to be stepped up. Testimony of instances in which employees were held over on overtime without previous offers of step-ups to reporting employees defeats the Union's claim.

11

AWARD

The grievance is denied.

12

4.

USS-5059-S

AWARD

The grievance is denied.

13

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



Sylvester Garrett, Chairman