9-3-1965

United States Steel Corporation Wire Operations Cyclone Fence-Waukegan Works and United Steelworkers of America Local Union 2278

Sylvester Garrett

Follow this and additional works at: http://knowledge.library.iup.edu/garrett_series

Recommended Citation
http://knowledge.library.iup.edu/garrett_series/261

This Article is brought to you for free and open access by the Sylvester Garrett Labor Arbitration Collection at Knowledge Repository @ IUP. It has been accepted for inclusion in Arbitration Cases by an authorized administrator of Knowledge Repository @ IUP. For more information, please contact cclouser@iup.edu, sara.parme@iup.edu.
BOARD OF ARBITRATION

Case No. USS-4895-W

September 3, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
WIRE OPERATIONS
Cyclone Fence-Waukegan Works

and

UNITED STEELWORKERS OF AMERICA
Local Union No. 2278

Grievance No. CYFW-166

Subject: Saturday Overtime.

Statement of the Grievance: "Company violated section 1 par. 4 and Section 2, B-5 of April 1962 agreement. I was assigned as sole repairman on Vertislide. I was not scheduled to work on Saturdays when Vertislide worked.

"Remedy Requested: pay for all Saturdays not worked."

This grievance was filed in the First Step of the grievance procedure March 3, 1964.


Statement of the Award: The grievance is denied.
This grievance from the Machine Shop of Cyclone Waukegan Works asserts violation of Sections 1 and 2-B-3 and -5 of the April 6, 1962 Agreement, as amended June 29, 1963, in Management's claimed failure to honor a Foreman's alleged promise to assign grievant to Saturday overtime work whenever the Verti-Slide machine would operate on Saturday. It requests that grievant be paid for all Saturdays on which the Verti-Slide machine worked but grievant did not.

Grievant is a class 20 Mechanical Equipment Developer in the Machine Shop, where fourteen employees worked at grievance time. The Machine Shop makes tools and dies and provides maintenance and repair services for all producing equipment in the plant.

The parties agree that Saturday overtime work has been distributed according to a so-called "service hour" arrangement. In application of this understanding, "service hours" are the total hours of work a Machine Shop employee puts in during the five weekdays in servicing equipment in a particular operating department. Prior to the August 1963 settlement of Grievance CYFW-160, hours spent in the Machine Shop working on part of a machine which was down for repair in that department also were counted as "service hours," but that grievance settlement provided that such hours no longer would be counted. Thus, if a given operating department is going to work on Saturday, the required number of employees from the Machine Shop are assigned on the basis of those who have earned most "service hours" in that department for that week.

Some Machine Shop employees apparently spend most of their time working in the shop making parts for future needs and thus earn relatively few "service hours" under the above arrangement. Moreover, a Machine Shop employee who splits his time during a given week between several operating departments will have relatively fewer "service hours" in any one department than an employee who works all or most of the week in a single department.
In May of 1962, the Belt Department acquired a new forming machine, called a Verti-Slide machine, which makes certain sizes of pickets for conveyor belts. Since considerable difficulty apparently was encountered in its initial operating stages, Machine Shop Foreman Carsley decided to assign one of the Mechanical Equipment Developers to concentrate on it, and grievant was chosen for that assignment in the Belt Department on day turns, apparently because he was regarded as the best man on precision work.

For several months thereafter, grievant handled nearly all maintenance work on the Verti-Slide machine. Later on other employees also performed some work on it. As specialist, however, grievant did handle the major portion of Machine Shop service on that machine on day turn.

Prior to his assignment as specialist on the Verti-Slide machine in the Belt Department, grievant had been servicing the Press Department and accumulating "service hours" there. After that specialist assignment, grievant serviced equipment in the Press Department and the Verti-Slide machine in the Belt Department. Therefore, when Machine Shop employees are needed on a Saturday because the Press Department or Belt Department or both are operating, grievant now finds, more often than not, that other Machine Shop employees have earned more "service hours" in either or both departments because they have worked in one of those departments for substantial parts of the week, and hence are entitled to that Saturday work in accordance with the "service hour" arrangement.

The Union charges that when Foreman Carsley assigned grievant as specialist on the Verti-Slide machine in the Belt Department, grievant objected on the ground that such assignment would interfere with rights of employees normally assigned to that department. Carsley allegedly said that that was a Management decision, and the assignment was made. Grievant says that when that assignment was made in May of 1962, Carsley told him that if the Verti-Slide machine worked on Saturday, grievant would work. Grievant said also that he had many later conversations with Carsley on this subject which were the same as the original one.
Another Machine Shop employee testified that he was told by Carsley that grievant would be the only employee assigned to the Verti-Slide machine, including Saturdays, and that Carsley told him in early 1963 that any time the Verti-Slide worked Saturday, grievant would work.

The President of the Local Union and Chairman of the Grievance Committee said that he once met Carsley in the aisle of the Machine Shop at about the time when the grievance was filed in February of 1964 and that Carsley said that grievant would be assigned to the Verti-Slide machine and would work if that machine did, including Saturday. At a later meeting regarding Carsley's suggestion that Machine Shop employees share overtime equally in the Belt Department, grievant is said to have asked Carsley if the latter had said that grievant would work Saturday if the Verti-Slide did, and the witness said he was pretty sure that Carsley did not deny that statement.

Foreman Carsley denied that he had ever promised grievant, in terms, that he would work Saturdays when the Verti-Slide operated. He agreed that he had had discussions with grievant regarding the specialist assignment to the Verti-Slide machine and that he had had conversation with grievant and other employees in 1963 and 1964 regarding overtime. Carsley insisted that in all such discussions he said that he would like to use grievant on Saturdays when the Verti-Slide operated and would do so every time he could get permission from Management to use him as an "extra man."

FINDINGS

Although it is unnecessary to recite all the details, it should be noted that there was considerable confusion in this record as to exactly what the Union's basic claim was. That is, there were grounds for belief that the violation alleged was in (1) grievant's initial assignment as specialist on the
Verti-Slide machine, since it allegedly diluted his "service hours" between two departments and thus tended to cut down his Saturday overtime opportunities in other departments; or (2) the making of the alleged promise to assign Saturday overtime to grievant when the Verti-Slide operated, since carrying it out might have favored grievant over other employees in the operation of the "service hour" arrangement; or (3) the claimed failure to carry out the alleged promise.

Since any one of those three alternatives found some support in this or that Union statement in the grievance proceedings, brief, and hearing, the Board was prompted at the close of the Union's case in chief at the hearing to ask for a reasonably clear statement of the basic Union claim. The answer was that the claim was based solely on the alleged promise by Carsley to assign grievant to Saturday overtime whenever the Verti-Slide machine operated.

Thus, it now is clear that the only claim asserted here is that Foreman Carsley promised to assign grievant to Saturday overtime work whenever the Verti-Slide operated, and that that promise is viewed as being independent of, because "over and above" the "service hour" arrangement. There is no claim or indication here that grievant did not receive all Saturday assignments to which he was entitled under operation of the "service hour" understanding.

It is unnecessary to decide whether such a promise, assuming that it was made, would be enforceable in light of 2-B-1, -2, and -5, for on balance it appears Carsley did not make any such firm and unqualified commitment to assign grievant as an "extra man" every time the Verti-Slide operated on Saturday, independent of the normal operation of the "service hour" arrangement.

This conclusion emerges from the following considerations. The Union claims that the alleged promise was made initially when grievant first was assigned as specialist on the machine in May of 1962. But, the record shows that the Verti-Slide operated only five days per week at that time and for
four months thereafter. Thus, there would have been no occasion then to discuss Saturday overtime assignments in connection with operation of the Verti-Slide, for it was not operating on Saturdays then. In all of 1962, the Verti-Slide operated on only two Saturdays (in September), and grievant worked those Saturdays, but not by virtue of any promise, but by ordinary operation of the "service hour" arrangement.

Grievant did not work the next two Saturdays when the Verti-Slide operated, which were in February of 1963. Nor did he work when the machine operated on four following Saturdays in March and May of that year. Thus, by the first week in May of 1963, although the Verti-Slide had operated on nine Saturdays, grievant had not worked on six of them, and yet no grievance was filed and apparently no question was raised with Management. Indeed, no discussion was had on the matter until after settlement of a separate and distinct grievance relating to application of the "service hour" arrangement in August of 1963.

Carsley says that his first conversation with grievant relating to Saturday work occurred after that settlement, and that seems understandable since the parties had just finished dealing with the general subject. If the promise had been made in such firm and definite terms as alleged, however, it would be expected in the normal course of events that, the claimed promise having been dishonored six out of nine times, grievant would have wasted little time in seeking to enforce his claim in the grievance proceedings no later than mid-1963. His failure to do so then casts considerable doubt on existence of the promise alleged.

Nor does it appear likely that Carsley would have made any such promise in August of 1963, in light of the fact that the "service hour" arrangement was then quite fresh in his mind, having just settled the other grievance relating to it, since the promise might have been in violation of that arrangement, or at best, would have amounted to special dispensation from it for one employee.
The more probable course of events is that Carsley said at various times in 1963 and 1964 that he would like to use grievant and would do so every Saturday when the Verti-Slide operated if he could get permission from Management to use him as an "extra man." In fact, grievant finally agreed that Carsley occasionally qualified his statements by saying that he would need Management's permission, but grievant said that he took that to mean that Carsley would try to get such permission. If that is the claim, however, there is nothing to indicate that Carsley did not carry it out, for grievant actually worked three Saturdays as an "extra man."

On the whole, therefore, the evidence does not establish that the promise alleged was in fact made, and the grievance must be denied.

AWARD

The grievance is denied.

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

Clare B. McDermott
Assistant Chairman

Approved by the Board of Arbitration

Sylvester Garrett, Chairman