

Case 11: A Laid-off Glass Worker**Narrator:**

In this case it is your job as the arbitrator to determine if the Company violated the Labor Agreement by using Glass Department employees to work overtime and by transferring other Company employees to the department when Ronald Petrie was on layoff.

Did the Company violate the contract by not recalling Mr. Petrie?

Arbitrator:

My name is Bill Williams and I'm the arbitrator in this case. I will state the facts in this case as I know them at this time.

Mr. Ronald Petrie was laid-off on March 20, 1987. When Jeff Smith retired a month later on April 3rd, that left 3 people working in the glass room. In May these three people started working overtime. Also, temporary transfers from other departments were brought over more frequently.

By mid-June, the union felt that the Company had gone too far with the amount of overtime and transfers and that the Company should create an opening. Therefore, under Article 12, Section 9 the union contends that Mr. Petrie should have been recalled to work. The union filed a grievance on June 18.

Now, I would like to hear the union's point of view in this case.

Union: Mary Sullivan, Union President

My name is Mary Sullivan and I am the union president.

It is clear to us that Article 12, Section 9 mandates that as openings occur in a classification from which an employee was removed due to a reduction in force, he will be returned to that classification in seniority order. Given the number of hours worked in the glass room it is clear that an opening has occurred.

Therefore, Mr. Petrie should be returned to his job in the glass room.

Even the Glass Department supervisor, Steve Battle, said, "With so much overtime and transfers we sure could use an extra person."

The union believes that the Company allowed the overtime and transfer abuse to go on for six weeks, and it actually escalated beyond the six weeks. The Company violated Article 12, Section 9 and Mr. Petrie should be returned to his job and made whole for all monies lost.

Arbitrator:

Okay, what is the Company's argument in this case?

Company: Steve Battle, Department Supervisor

My name is Steve Battle and I am the Glass Department Supervisor.

We have operated completely within the Labor Agreement. The Company has always had the unilateral right to decide when an opening exists under Article 3, Section 2. No other section of the Agreement qualifies that right.

The Company increased the workload starting in May and ending in October. It was geared to give the assemblers emergency temporary work in an area that has the space. The work was not traditional glass room work.

The overtime hours and transfer hours do not demonstrate the need for a full time position or opening. The weekly overtime averages actually disguise vital week-to-week workload fluctuations. In fact, in the 34 weeks following Mr. Petrie's layoff, only 7 weeks had 160 or more hours of glass room work.

The Company has the sole right to decide when an opening exists and an opening does not exist in this situation. The glass room work was only temporary.