

GOLDEN LODGE NEWS

Volume 68, No. 3

March 2021



Bob Harper
President

HSP Melt idling creates friction

March is here and hopefully the weather warms up. The spread of hate towards members on other media is a concern.

The animosity surrounds the TimkenSteel Corporation announcing its plan to idle the Harrison Steel Plant melt/refine/cast department and the addition of HSP melt/refine/cast occupations as qualifying occupations to FSP melt/cast/refine bids.

The bidding (transfer) process is outlined in the Basic Labor Agreement (Article 8). The bids that are being put up are for the addition of a fourth turn at FSP.

The HSP occupations have been added because the Company says those members have the apparent ability to make the transfer.

They still must bid on the individual jobs as do any FSP qualifying bidder, and the senior bidder is awarded the job.

Yes, this could result in HSP transfers with more seniority than current FSP members. The Company must first recall all members (if any), that are retrogressed out of the occupation.

Secondly the Company will fill all bids by seniority of qualified bidders. The number of bids currently open amount to a fraction of the affected HSP members. HSP liquid steel departments have been operating at reduced capacity for months now and we, as Union members, should embrace the opportunity for some to get back to full time work.

The BLA, which protects members from being fired at will and without cause, also uses seniority for transfers (bids), retrogressions, layoffs, recall and shift preference.

I see where members are complaining about when Bearing members came into Steel and Wooster members came into the Canton plants. Remember the Union did not close the plants and departments that these members worked at.

These were members in good standing and the Union is always going to try and keep people working. The Union will always work to preserve seniority.

The members that are calling for a non-union shop should stop and think how the Company would handle the workers and

what benefits they would have without a BLA.

Whether they would enjoy the same wages, health care, vacations, and other benefits. Without a BLA there would be no grievance procedure.

We have been informed by the District that over the past five years we have filed more grievances and arbitrations to defend members than in the history of the Golden Lodge.

We did not win them all, but some of the successes defended members for Category 1,2 and 3 rules violations.

You must have merit for a grievance and good grievance committee members to be successful.

What bothers me is many of the ones that are discontented with this Union are not involved in any capacity. You, the members, are the Union, and as stewards, grievance members, committee members (19 committees) need to get involved.

This Union was formed many years ago for the betterment of its members and if this Union goes away, the best part of our jobs will leave also.



STEWARDS CORNER

“Working union” is a life-changing experience for people who have never worked under a collective bargaining agreement. Their wages, benefits and working conditions are better and in writing. And they are members of a Union that represents their rights and interests on the job. However, it is not always clear how everything works.

That is where your role as an educator comes in. ***You are a Steward of Information.*** Think of yourself as someone who has access to information and can explain it. You do not have to be an expert, but you need to know where to look for answers.

Members may be reluctant to approach you with questions, so go to them! Stay in regular contact with the members in your department or shift and over time they will become more comfortable with asking you for help.

When there are issues you do not have answers to, tell the member you need time to find one and tell them when you will get back to them.

It is also a good practice to ask the member what he or she thinks about the matter; every interaction between a steward and member should be educational. And do not forget to follow up!

Here are some items you will want to become knowledgeable about:

- Right to representation: do the workers on your shift or work area know about their right to Union representation? In private sector workplaces these are known as “Weingarten Rights.” Check with your Local Union leadership for advice about these rights.
- Collective bargaining agreement (CBA): What are the essential parts that members should be familiar with? For example: seniority, health care, probationary period, bidding, call-in, and grievance procedures.
- Employer policies or handbook: Are there policies on attendance, social media, drugs and alcohol?

- Relevant laws: Basic knowledge of the Family and Medical Leave Act (FMLA), Americans with Disabilities Act (ADA), National Labor Relations Act (NLRA), and state workers’ compensation laws will be useful. Future issues of the Stewards’ Corner will cover key points of these laws.
- Health and Safety: What should workers do if they have a health and safety concern?
- Union Questions: You are the face of the Union so members will ask you about the Local Union structure, meeting times and procedures and dues among other things. The USW Constitution and your Local Union by-laws can help with these kinds of questions.

Education is a two-way street; you will learn something new every time you handle a member’s issue or respond to a question. Always respect the members who come to you and their questions and concerns. Having access to information and being able to teach members what it means for their jobs and paychecks will show the “union at work.”

A pen or pencil and notepad are the tools that stewards should always have available. Good notes help you track issues and are the building blocks for effective grievance handling. This is especially important when you are representing co-workers being investigated and/or disciplinary meetings.

Note-taking is more than just scribbling words on paper; it is a skill that requires preparation, writing and post-writing. Here are some best practices for you to keep in mind:

- Specify the subject of the meeting, the date, and beginning and ending times. For example: Re: Keith Ricks attendance mtg - 6/21/20; start: 2:10 PM; end: 2:40 PM.
- At the top of your notes document who was present for the Union and for the Employer; record who and when someone leaves or joins the meeting.
- Identify yourself as the note-taker.

- Number the pages. For example: 1 of 10, 2 of 10.
- Use quotation marks to indicate exact quotes and use initials to indicate the speaker. These can make a big difference in grievances. For example: FT [Fred Taylor] “you are always late for work; we should’ve done something a long time ago.”
- However, it is difficult to write everything word for word, so try to capture the essence of what was said. For example: FT [Fred Taylor] absent four days in three weeks; what is going on?
- Try to write as legibly as possible. Leave space to make corrections or add additional notes after the meeting ends. Do not erase mistakes. Draw a line through them and initial your corrections so it does not seem as if you are altering evidence.
- If you use a computer to retype your notes keep a printed copy with your handwritten ones to confirm their authenticity.
- Make note of any props, documents, schedules, letters, policies, etc. that are cited or produced as evidence and who did it.
- if u use lot abbr thy mght nt mke sens latr & oths cnt rd thm... so make sure your notes are legible and make sense to you and others who might need them if the issues escalate into a grievance or goes to arbitration.

United Steelworkers Education and Membership Development



Calling all golfers!

The Golden Lodge Tuesday Evening Golf League has openings for individuals and two-man teams. League starts in April. Call Chris Yacano 330.323.7754

GOLDEN LODGE NEWS

GOLDEN LODGE NEWS STAFF

Bob Harper, Managing Editor
 Ron Roberts, Associate Editor
 Chris Tunney, New Media Assoc. Editor

LOCAL 1123 OFFICERS

Bob Harper, President
 Katrina Fitzgerald, Vice President
 Pat Eslich, Recording Secretary
 Mike Kemp, Financial Secretary
 Joe Plott, Treasurer
 Scott Mathie, Trustee
 Shawn Lindner, Trustee
 Sean Els, Trustee
 Trish Hostetler, Guide
 Brock McDevitt, Outside Guard
 Chad Steiner, Inside Guard

Published monthly, except July, by the United Steelworkers, Golden Lodge Local 1123, AFL-CIO, in the interest of its members and to further the aims and programs of the Union. USW Local 1123 represents the bargaining unit workers at the Canton, Gambrinus, and Faircrest plants of The Timken Company, Timken-Steel Corp., and the Golden Circle Credit Union.

USW Golden Lodge Local 1123
 1234 Harrison Ave. S.W.
 Canton, OH 44706-1520
 Office (330) 454-6137
 Fax (330) 454-3461
 Email: golden@neo.rr.com
www.facebook.com/groups/uswlocal1123
www.uswlocals.org/golden-lodge-local-1123

UNION-MADE EASTER

CANDIES:

- Peeps
- Jelly Bellies
- Tootsie Rolls
- Laffy Taffy
- Mike and Ikes

MEATS:

- Butterball ham
- Hormel honey roasted ham
- Fischer Meats lamb
- Tyson Foods ham

AFLCIO.ORG/EASTER

AFL-CIO

TimkenSteel Medicare-eligible retirees lose Arbitration

By Ron Roberts
Associate Editor

At the end of January 2021, the Golden Lodge received an unfavorable decision in an Appeal of Benefits filed on behalf of myself and other similarly situated retirees. The appeal centered around the Medicare-eligible retirees' healthcare caps outlined in the 2017 Insurance Agreement between the TimkenSteel Corporation and USW Local 1123.

The appeal process is defined in the Insurance Agreement and borrows some language from the grievance procedure.

In April of 2019, TimkenSteel notified Medicare-eligible retirees who retired before January 1, 2018 and surviving spouses of said retirees, that it would be cancelling their Medicare supplemental coverage and Medicare Advantage coverage under Timken Steel's group plans and would be instituting a new enrollment process beginning August 1, 2019.

The 2018 date reflects the start of the 2017 Insurance Agreement. The new process involved enrolling in a Medicare supplement or advantage plan brokered through AON. It also included a Healthcare Reimbursement Account, (HRA) from which participants could use for reimbursement of healthcare costs.

The company placed \$1200 per enrollee for those retirees who were capped at \$295 company contribution per month and \$1800 per enrollee for those uncapped retirees.

The Appeal of Benefits centered around the Insurance Agreement's Article K. 5, which states: "The Company will limit the amount it will pay to provide future medical coverage for employees retiring on or after January 1, 2006, spouses of such employees, and their dependents."

And subparagraph 5.a. which states, in part, "The Company-paid limit established for retirees

and spouses who are age sixty-five (65) and older will be \$295 each. The Company-paid limit established for dependents will be \$295 for each coverage unit."

After TimkenSteel made its announcement in April of 2019, a group of former Golden Lodge officers met with USW District 1 Director Donnie Blatt, among other leadership, to investigate what course might be taken to fight this change.

The Timken Company had cancelled some of their Medicare eligible retirees' insurance in 2018 but the TimkenSteel change was more harmful to our retirees. (The Timken Company, not to be outdone, again changed Medicare eligible insurance later in 2019 and made it inferior to the TimkenSteel insurance.) It was decided that we would file an Appeal of Benefits on mine and other similarly situated retirees' behalf.

On August 1, 2019, a letter was sent saying I, and others, had been denied benefits under the 2017 Insurance Agreement with TimkenSteel. (I retired in 2015.) The company responded that the 2017 Insurance Agreement was only applicable to bargaining unit employees who were actively employed as of January 1, 2018. It also stated that I had the right to appeal the decision by submitting a request for review within 180 days.

On October 1, 2019, we appealed the decision, pointing out that Article II, Paragraph K.5.a of the 2017 Insurance Agreement refers to "medical coverage for employees retiring on or after January 1, 2006." On October 30, 2019, the Company again denied the appeal.

On December 3, 2019, the Union notified the Company of its intent to advance the matter to arbitration. The Company argued that the matter was not eligible for arbitration, so an arbitration had to be set to decide if it was. Arbitrator Charles W. Kohler was chosen through the normal selection process.

"...Federal Courts have found that healthcare insurance language in expired contracts, regardless of the intent and understanding of the parties, regardless of previous court rulings that upheld it, regardless of past practice, are not enforceable."

On February 18, 2020 a hearing was held solely on the issue of arbitrability. On April 28, 2020 the Arbitrator ruled the grievance arbitrable and directed the parties “to proceed to arbitration on the merits of the grievance under the procedure set forth in the 2017 Basic Labor Agreement.”

On October 13, 2020, a hearing was held on the merits. Prior to the hearing, the parties agreed to 19 stipulated facts. A court reporter was present at the hearing. The parties and the Arbitrator were provided with a copy of the transcript. Both parties filed initial briefs on December 11, 2020.

On December 28, 2020, the Company filed a Motion for Leave to File a Limited Reply Brief. On the same day, the Company filed a Reply Brief. On December 30, 2020, the Union filed its Opposition to TimkenSteel Corporation’s Motion for Leave to File a Limited Reply Brief. The Arbitrator declared the hearing record closed as of December 30, 2020.

During these proceedings, reams of documentation was submitted by the Union, including Insurance Agreement language, Pension Agreement language, pertinent negotiations transcripts, BLA language, copies of the correspondence sent to affected retirees and Tentative Agreement Summaries.

Testimony was taken from the Union and Company. During this process the USW attorney changed. The Company hired outside counsel for the merits hearing. The merits hearing was delayed, so the parties could meet and discuss a compromise.

Ultimately, a compromise was not reached. The merits hearing was delayed a second time as the result of a positive COVID test. I outline all of this to highlight that this argument has been ongoing for nearly 19 months. The Arbitrator’s decision to deny my (our), claim for benefits included an in-depth analysis which included five key elements:

1. Article II, Section K of the 2017 Insurance Agreement applies to individuals who retired or died on or after January 1, 2018.

2. The Company’s decision to allow me to participate in a Company sponsored health insurance plan after December 31, 2017, does not obligate it to continue to provide us with the insurance coverage set forth in the 2017 Insurance Agreement.

3. Article II, Section K.5 does not require the Company to make a specific contribution toward the cost of my health care.

4. Regardless of whether the inclusion of the January 1, 2006, date was intentional, or was a drafting error, Article II, Section K.5 of the 2017 Insurance Agreement does not require the Company to contribute a minimum amount for my health care expenses.

5. Relevant court decisions provide that, in order to obligate an employer to provide continuing healthcare benefits to retirees, there must be explicit contract language imposing the obligation, which does not exist here.

In his decision, the Arbitrator cited several Federal Court rulings that do not require Companies to honor past insurance agreements.

Many Federal Courts have found that healthcare insurance language in expired contracts, regardless of the intent and understanding of the parties, regardless of previous court rulings that upheld it and regardless of past practice, **are not enforceable.**

Those courts have found that healthcare benefits bargained in an agreement were only good for the span of that agreement. Absent clear language to contrary, those benefits can be changed after the agreement expires.

The appointments of the conservative judges, who make these rulings is, in my opinion, a reason to be careful who you vote for.

I would like to thank the following for their efforts and expense committed to this process. USW District 1 Director Donnie Blatt, USW District 1 Sub District 2 Director Bill Conner, President Bob Harper, USW 1123 Executive Board and the Golden Lodge administrative staff.

Also former USW counsel Maneesh Sharma, Attorney James G. Porcaro, former Golden Lodge Presidents Joe Hoagland and Joe Kostic, former Vice-President Dan Ellington and the other Golden Lodge former Officers and retirees who provided guidance, documentation, support and criticism.

We did the best we could given the facts and current state of the law.



Update from USW SOAR
President Bill Pienta

As time marches on and we move into 2021, I would like to remind everyone that time does not stand still, and we should take time to enjoy life and be grateful for what we have.

I must start with being grateful for my time with Harry Hynd, SOAR VP Emeritus, who recently passed. I was fortunate to have called him a friend and to work alongside him to fight for worker and retirees’ rights.

Harry never thought of himself as being too important to roll his sleeves up and lend a hand to anyone who needed it. Many people had their life improved by things that Harry did, and his love for our Union could not be equaled.

At times the nostalgia makes us believe things were better “back then.” Well, maybe they were and maybe not. I did a little research and found the following examples. You be the judge if we were better off then or now.

In 1980 there were 7,405 fatalities in private industry;. In 2019, there were 5,333 fatalities in private industry.

The percentage of workers in the private sector who have only a defined-benefit pension plan is 4%, **down** from 60% in the early 1980’s.

About 14% of companies offer a combination of both defined-benefit and 401k plans.

Only 85% of full-time private industry workers have access to employer-provided health coverage. 15% have no ability to contribute or purchase health care from their employer.

For 2021, Social Security tax is withheld from the first \$142,800 of earnings. In 1980, Social Security tax was withheld from the first \$25,900 of earnings.

In 1966, when I started in the mill, the tax was withheld from the first \$6,600 of earnings, and I, for one, did not earn \$6,600 that year.

Social Security has provided cost-of-living adjustment (COLA) increases to the benefit for many years. In 1980 recipients received a 14.3% COLA increase.

In 2020 that COLA increase was 1.3%. The average Social Security benefit received in 1980 was \$321. In 2020 the average benefit received was \$1,504.

I do not know if things were better in the old days, but I do believe that I was better off belonging to a union and received union wages and benefits that have allowed me to enjoy my years in retirement.

Hopefully, soon we will be able to renew our activism and become more involved in issues that impact SOAR and our Union. Stay safe and healthy.

Recent Retirees

Congratulations to the following members who have recently retired and will now enjoy their Union negotiated retiree pension and healthcare benefits.

- | | |
|-------------------------------|----------------------------------|
| <i>Jack Barnes</i> | <i>Christopher Saling</i> |
| <i>Daniel Branch</i> | <i>David Sequin</i> |
| <i>Rebecca Butcher</i> | <i>Scott Welker</i> |
| <i>David Knight</i> | <i>John Harter</i> |
| <i>Clinton Lowe</i> | <i>Thomas Thomas</i> |
| <i>Dale Norman</i> | <i>James Miller</i> |
| <i>Frederick Poore</i> | |



The following members of the Golden Lodge have passed away and Bibles have been presented to their families.

WALTER D. JOHNSON, Age 78, Dept. 86, passed away October 26th, 2020. Brother Johnson joined the Union in 1964 and retired in 1993.

KENNETH A. SHONK, Age 85, Dept. 72, passed away December 9th, 2020. Brother Shonk joined the Union in 1973 and retired in 1991.

CHARLES E. ALLMAN, Age 89, Dept. 199, passed away December 11th, 2020. Brother Allman joined the Union in 1953 and retired in 1994.

LARRY L ROHRER, Age 75, Dept. 189*, passed away on December 14th, 2020. Brother Rohrer joined the Union in 1972 and retired in 2006. *Dept. corrected. Misprinted in January.

TODD O. KUTCH, Age 62, Dept. 189, passed away December 25th, 2020. Brother Kutch joined the Union in 2004 and was active at the time of his death.

CHARLES L. CONNER, JR., Age 82, Dept. 71, passed away January 28th, 2021. Brother Conner joined the Union in 1959 and retired in 1991.

RICHARD T. RONALD, Age 75, Dept. 69, passed away January 28th, 2021. Brother Ronald joined the Union in 1965 and retired in 1998.

WILLIAM R. LOWERY, Age 90, Dept. 190, passed away January 30th, 2021. Brother Lowery joined the Union in 1953 and retired in 1986.

NORMAN G. WATSON, Age 90, Dept. 59, passed away January 30th, 2021. Brother Watson joined the Union in 1966 and retired in 1995.

PAUL J. SANKO, JR., Age 70, Dept. 753, passed away February 2nd, 2021. Brother Sanko joined the Union in 1969 and retired in 2009.

RALPH C. STEPHEN, Age 87, Dept. 74, passed away February 7th, 2021. Brother Stephen joined the Union in 1951 and retired in 1991.

WILHELM F. FUSS, Age 71, Dept. 185, passed away February 11th, 2021. Brother Fuss joined the Union in 1972 and retired in 2009.

WILSON G. HAWK, Age 90, Dept. 84, passed away February 11th, 2021. Brother Hawk joined the Union in 1964 and retired in 1992.

WILLIAM J. RUCH, Age 85, Dept. 190, passed away February 13th, 2021. Brother Ruch joined the Union in 1963 and retired in 1994.

LARRY M. MOYERS, Age 75, Dept. 74, passed away February 14th, 2021. Brother Moyers joined the Union in 1978 and retired in 2008.

JOHN A. PACHMAYER, Age 87, Dept. 94, passed away February 16th, 2021. Brother Pachmayer joined the Union in 1978 and retired in 1997.

MORRIS D. ALLMAN, Age 74, Dept. 181, passed away February 18th, 2021. Brother Allman joined the Union in 1965 and retired in 2003.

NICK A. KOTEMA, Age 85, Dept. 21, passed away February 18th, 2021. Brother Kotema joined the Union in 1956 and retired in 1992.

RAYMOND A. HALL, Age 69, Dept. 133, passed away February 22nd, 2021. Brother Hall joined the Union in 1977 and retired in 2009.

HAROLD W. HAMMOND, Age 83, Dept. Columbus, passed away February 23rd, 2021.

MERLE E. BONEY, Age 87, Dept. 755, passed away February 26th, 2021. Brother Boney joined the Union in 1952 and retired in 1998.

JOHN R. MEDLEY, Age 78, Dept. 181, passed away February 27th, 2021. Brother Medley joined the Union in 1965 and retired in 2000.

Coming Events
March 25
Sounds Like A Plan hearing tests
9:00am - 3:30pm
440-305-2822 to schedule appt
April 2*
Good Friday
April 6
Officers Election
**Union negotiated benefit*

Officers Election Notice

The election of officers, grievance committee members and negotiators will be held on: **Tuesday, April 6, 2021**, at The Golden Lodge, 1234 Harrison Ave. S.W., Canton, Ohio 44706 between the hours of **6:30 a.m.** and **6:30 p.m.** Ballots will be counted at The Golden Lodge. **Members will be required to wear a mask and should plan to socially distance.**

Anyone whose work, including official union business, requires them to be more than 50 miles away from the polling place or whose service in the armed forces or vacation prevents them from appearing at the polls during the time of the election may request an absentee ballot.

The request for an absentee ballot must be made in writing to the chairperson of the election committee and must state why and what work assignment will require you to be more than 50 miles away during the hours of the election and must be received by the chairperson of the election committee 7 days or more in advance of the day of the election.

Those elected will take office in May 2021 and serve for 36 months. This notice is posted in compliance with the local union bylaws, International Constitution and Election Manual.

USW-Tips for Local Union Elections

Local Union Elections are under way. Members must be aware of the law and the rules detailed in the International & Local Union Elections Manuals. Labor law and the International & Local Union Elections Manuals prevent anyone running for office from being promoted in local, district or International union newsletters, leaflets, websites, social media and other material produced by or for the union.

The rules also prohibit the use of union equipment such as computers, copy or fax machines, telephones, the use of union space (including Local Union halls and events); or union staff during official work hours to promote or discredit any candidate.

Use of the union's logo is prohibited on any candidate material, website, or social networks. Local union communications should not be used to promote or prejudice the candidacy of a member running for a local union or international union office, or to influence in any way a member's vote.

For example, if a member, seeking elective office, has never written a column for a publication or website, then continue the ban. The best policy to follow is one of "continuity."

NON-PROFIT ORG.
U.S. POSTAGE PAID
PERMIT NO. 973
CANTON, OH

Steelworkers Local 1123, Golden Lodge
1234 Harrison Ave. SW
Canton, OH 44706

ADDRESS SERVICE REQUESTED

Do not print unflattering photos of candidates as they can unintentionally demean that person. Do not, give any office-seeker undue publicity in the form of photos, or praise from other existing columnists prior to an election.

Do not discuss or feature campaigns or candidates on union websites or social media networks, and do not do so on personal sites or networks during hours you are being paid by the Union or when using union equipment or property.

Do not build, host or work on candidate websites or social networks using union resources, including web accounts and equipment. Be especially careful to review all photos, videos, articles and other content for unintentional showcase of candidates and/or their signs, buttons, shirts or other campaign material when using these materials in official union communications.

This is a reminder and not an all-inclusive list of the rules and laws.

Please review the International and Local Union Elections Manuals for all guidelines. If you have any questions or concerns, contact Local Union Services at 412-562-2380 before you do anything.