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United States Steel Corporation Tubular Operations Lorain-Cuyahoga Works and United Steelworkers of America Local Union 1104

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BOARD OF ARBITRATION

Case USS-7569-T

January 8, 1971

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
TUBULAR OPERATIONS
Lorain-Cuyahoga Works

and

Grievance No. T-L69-205

UNITED STEELWORKERS OF AMERICA
Local Union No. 1104

Subject: Schedule Changes

Statement of the Grievance: "payment of all monies lost during week of 7-6-69 thru 7-12-69 inclusive (7-3 and 3-11 turns) #2 seamless finishing end.

"Facts: No. 2 and 3 turns were scheduled Monday through Friday week of 7/6/69 to 7/12/69. Supervision told #2 and #3 turn to stay home on 7/7/69. Then on un-scheduled day told #2 and #3 turn to work which is 7/12/69. pay time and a half for the un-scheduled day (7/12/69). The undersigned and all others involved.

"Remedy Requested: All monies lost."

Contract Provisions Involved: Sections 2 and 10 of the Basic Labor Agreement of August 1, 1968.

<u>Grievance Data:</u>	<u>Date</u>
Grievance Filed:	July 18, 1969
Step 2 Meeting:	Not Available
Appealed to Step 3:	August 19, 1969
Step 3 Meeting:	August 21, 1969
Appealed to Step 4:	September 26, 1969
Step 4 Meeting:	December 5, 1969
Appealed to Arbitration:	January 14, 1970
Case Heard:	June 17, 1970
Transcript Received:	None

Statement of the Award: The Grievance is denied.

Grievants, employed in the No. 2 Seamless Finishing Mill at Lorain Works, assert they were denied overtime pay when they were rescheduled to work on Saturday, July 11, 1969, following cancellation of their turns on Monday, July 6.

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In June, 1969, an oil failure on a gear set caused a bearing to burn out on the 38" piercer. The bearing was freed up temporarily at that time so that operations could continue but more permanent repairs were needed in the near future. The Company determined to use the three-day July 4th holiday weekend to perform the necessary maintenance work. Mill operations were scheduled to end at 11:00 p.m. on Thursday, July 3, and resume on Monday, July 7, at 7 a.m. The Company knew it would take more than the usual two days of maintenance to make these repairs but that in the ordinary course of events, the work could and should have been completed in three days.

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On Friday, July 4, 1969, a severe storm with heavy rains occurred bringing high water and flooding in the area for the next few days. As a result, many of the maintenance employees who were scheduled to work that weekend were unable to get to the plant. The maintenance foreman advised the superintendent on Saturday, July 5, that the lack of manpower was causing the work to fall behind schedule. The maintenance crews were also delayed in their work on Saturday when the crane they were using shorted out for approximately two hours, apparently due to flooding in the area. Nevertheless, the superintendent stated that had all of the maintenance employees reported for work as scheduled, the repair work could have been completed as planned.

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On Sunday, July 6, the continuing lack of maintenance forces due to the high water conditions resulted in further delays to the repairs. In addition, it was discovered on Sunday that the bearing on the 38" piercer had not only overheated but that the bearing cap had warped, binding the bearing to the piercer shaft. Apparently this problem was not discovered until after the gears had been reassembled. This required the gears to be taken apart again and the bearings scraped in order to secure proper clearance for the shaft.

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As a result of these delays it became apparent to management on Sunday that the repair work would not be completed by 7 a.m. on Monday and the operating crews on the 7-3 turn on the No. 2 Seamless Finishing Mill and No. 2 Hot Mill were advised not to report to work on Monday. On Monday

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morning it became apparent that the repairs would not be completed by 3 p.m. and, accordingly, the operating employees scheduled for the 3-11 turn were notified not to report for work that day. The repairs were completed at about 6:30 p.m.

The grievance committeeman stated that he was not advised by the Company in advance of the schedule changes that were made on Monday. He was advised of the changes by his assistant grievance committeeman but he was not sure when this occurred. The superintendent said that the Company does not always notify the committeeman in advance of such changes but does so at the earliest practicable time, which may be after the event.

On Wednesday, July 8, the Company determined to work the Finishing Mill crews on the 2nd and 3rd turns on Saturday, July 11, in order to make up for the loss of production. The superintendent said that the grievants were notified on Thursday or Friday that they were to work on Saturday. He acknowledged that the Company does not like to notify the men on Friday that they are going to work on Saturday because the men do make plans for the weekend and the Company tries to notify them as early as possible in order not to interfere with their plans. The only grievant who testified stated that while he was working on Friday the Company advised the men that they would work on Saturday.

The Union grievance committeeman testified that a past practice existed under which the Company sometimes requested employees to waive overtime for the day added on, or what would have been the 6th day. If any employee declined to waive overtime, no one worked the "6th" day. If the Company did not ask the men to waive overtime for the "6th" day, but simply unilaterally required the men to work, the Company paid overtime for that day. He said that in the present case the Company did not seek a waiver of overtime. One of the grievants also testified that on numerous occasions when one of his scheduled days was canceled and another turn added at the end of the week he was always paid on an overtime basis whenever he claimed it. The superintendent of the Seamless Mill testified that in the past when a turn was taken off and then rescheduled later in the week, the Company has paid overtime on the latter turn if the schedule change resulted from some matter within the control of management but not otherwise.

The Union also relies on a "local agreement" which requires the Company to give ten days advance notice of schedule changes.

Findings

This case involves the interpretation and application of §§10-D-3 and 10-D-4 of the 1968 Basic Agreement which provide as follows:

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"3. Schedules may be changed by Management at any time except where by local agreement schedules are not to be changed in the absence of mutual agreement; provided, however, that any changes made after Thursday of the week preceding the calendar week in which the changes are to be effective shall be explained at the earliest practicable time to the grievance or assistant grievance committeeman of the employee affected; and provided further that, with respect to any such schedules, no changes shall be made after Thursday except for breakdowns or other matters beyond the control of Management.

"4. Should changes be made in schedules contrary to the provisions of Paragraph 3 above so that an employee is laid off on any day within the 5 scheduled days and is required to work on what would otherwise have been the sixth or seventh workday in the schedule on which he was scheduled to commence work, the employee shall be paid for such sixth or seventh day worked at overtime rates in accordance with Section 11 -- Overtime-Holidays."

We think there is sufficient evidence that the assistant grievance committeeman received the requisite notification as to cancellation of the turns on Monday since it was he who advised the grievance committeeman about the schedule change. The record also demonstrates that the delay in completing the maintenance work over the weekend was due primarily to the inability of the scheduled work force to respond on account of the unexpected weather conditions. To paraphrase Mark Twain, not even the Company could control the weather.

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In order to sustain its position, the Union also claims there is a past practice which required the Company to seek a waiver of overtime for the "6th" day even where the schedule change resulted from a matter not within the control of management. There is insufficient evidence of

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any such practice. Finally, while there is a local agreement which requires 10 day's advance notice of schedule changes, that agreement is not applicable to "emergency" changes which are beyond the control of management.

Award

The grievance is denied.

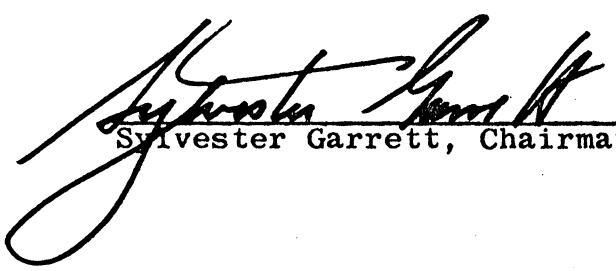
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Findings and Award recommended
by



Aaron S. Wolff, Arbitrator

This is a decision of the Board
of Arbitration, recommended in
accordance with Section 7-J of
the Agreement



Sylvester Garrett, Chairman