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United States Steel Corporation Columbia-Geneva Steel Division Geneva Works and United Steelworkers of America Local Union 2701

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Recommended Citation
Garrett, Sylvester, "United States Steel Corporation Columbia-Geneva Steel Division Geneva Works and United Steelworkers of America Local Union 2701" (1964). *Arbitration Cases*. 458.
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BOARD OF ARBITRATION

Case G-171

September 26, 1964

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
Columbia-Geneva Steel Division
Geneva Works

and

UNITED STEELWORKERS OF AMERICA
Local No. 2701

Grievance No.
OH-25-116-62

Subject: Overtime.

Statement of the Grievance: "I, George R. Paul - #37794 charge Management with violation of Section 11-C-1-d in not paying me at the rate of time and one-half for sixth day worked on 9-12-62.

"I request that I be paid according to the Contract."

This grievance was filed in the Second Step of the grievance procedure October 12, 1962.

Contract Provisions Involved: Sections 10-D-1 and 11-C-1-d of the April 6, 1962 Agreement.

Statement of the Award: The grievance is sustained.

BACKGROUND

Case G-171

This grievance from the Open Hearth Department of Geneva Works claims violation of Section 11-C-1-d of the April 6, 1962 Agreement because Management failed to pay grievant time and one-half for the second turn on September 12, 1962. 1

Grievant George R. Paul is a regular Third Castingman. A temporary vacancy (due to illness) developed on the job of Second Castingman in July of 1962, and grievant was assigned to fill it in accordance with Section 13-F. In view of the return of the absent Second Castingman to work for the week beginning September 9, 1962, grievant was scheduled once more on his regular job of Third Castingman. Both Second and Third Castingman jobs work under separate agreed non-normal schedules; thus grievant went from Schedule No. 14 to Schedule No. 20 commencing on September 9. 2

For the disputed period grievant was scheduled and worked as follows: 3

	Schedule #14							Schedule #20						
	S	M	T	W	T	F	S	S	M	T	W	T	F	S
September, 1962:	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Turn - 1						8	8							
Turn - 2	8	8	8					8	8	8	8	8		
Turn - 3														

Insofar as here relevant, Section 11-C-1-d reads: 4

"Hours worked on the sixth or seventh workday of a seven-consecutive-day period during which the first five days were worked, whether or not all of such days fall within the same payroll week, except when worked pursuant to schedules mutually agreed to as provided for in Subsection D of Section 10--Hours of Work..."

(Underscoring added.)

The issue is simply whether grievant's schedule fell within the exception, set forth in the quoted language from Section 11-C-1-d, as a mutually agreed schedule provided for in Section 10-D-1, reading: 5

"All employees shall be scheduled on the basis of the normal work pattern except where: (a) such schedules regularly would require the payment of overtime; (b) deviations from the normal work pattern are necessary because of breakdowns or other matters beyond the control of Management; or (c) schedules deviating from the normal work pattern are established by agreement between plant Management and the grievance committee."

(Underscoring added.)

The Union stresses that the schedule actually worked by grievant was not itself an agreed non-normal schedule under Section 10-D-1-c; instead, it was a schedule which resulted from application of two separate non-normal schedules. Section 11-C-1-d, it says, must be applied in light of the work pattern of each given individual. The mere fact that the pattern of work for which a man may be scheduled in a given series of days 6

may be derived from several agreed non-normal schedules is purely coincidental and irrelevant in the computation of overtime. In the Union view, Section 10-D-1-c does not contemplate that the schedule of an employee moving from one agreed non-normal schedule to another in itself thereby will be deemed to be an agreed non-normal schedule.

The Company relies on the literal language of Section 11-C-1-d, stressing that both of the schedules, which were combined so as to result in grievant's work pattern here, were agreed non-normal schedules. It also believes that if a work schedule on which an employee's sixth or seventh workday actually falls is part of a mutually agreed schedule, then Section 11-C-1-d cannot apply. The Company cites language of the Board in Case G-114, as follows: 7

> "The complicated nature of overtime problems arising under Sections 10 and 11 of the August 3, 1956 Agreement, as well as various applicable statutes, serves to underscore the necessity that the Board adhere precisely to the specific language of the Agreement, rather than attempt to provide interpretations which might in the peculiar facts of individual cases appear reasonable, equitable or administratively desirable."

FINDINGS

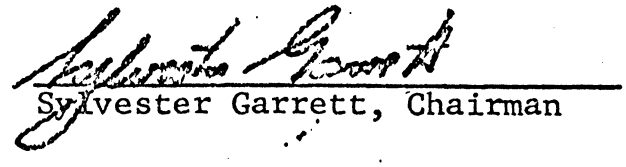
In Case USC-744 the Board ruled that overtime compensation under Section 11 must be calculated on the basis of hours and days actually worked by the given individual involved. The same basic principle applies here, as it does in all overtime determinations. The schedule under which grievant worked was not 8

an agreed non-normal schedule; instead, it was a combination of two separate agreed non-normal schedules. It is possible that the parties locally might agree that such a combination of workdays for an individual, using patterns taken in part from each of two separate agreed non-normal schedules, might result in a schedule which would itself be deemed an agreed non-normal schedule under defined circumstances. Here, however, there is no such local agreement. In these circumstances, the grievance will be sustained under Section 11-C-1-d.

AWARD

The grievance is sustained.

BOARD OF ARBITRATION



Sylvester Garrett, Chairman