

8-6-1964

# United States Steel Corporation Sheet and Tin Operations Geneva Works and United Steelworkers of America Local Union 2701

Sylvester Garrett

Follow this and additional works at: [http://knowledge.library.iup.edu/garrett\\_series](http://knowledge.library.iup.edu/garrett_series)

---

## Recommended Citation

Garrett, Sylvester, "United States Steel Corporation Sheet and Tin Operations Geneva Works and United Steelworkers of America Local Union 2701" (1964). *Arbitration Cases*. 459.  
[http://knowledge.library.iup.edu/garrett\\_series/459](http://knowledge.library.iup.edu/garrett_series/459)

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](mailto:cclouser@iup.edu), [sara.parme@iup.edu](mailto:sara.parme@iup.edu).

BOARD OF ARBITRATION

Case No. G-179

August 6, 1964

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
SHEET & TIN OPERATIONS  
Geneva Works

and

Grievance RM-8-50-63

UNITED STEELWORKERS OF AMERICA  
Local Union No. 2701

Subject: Overtime Pay

Statement of the Grievance: "We the undersigned request to be paid under the terms of Section 11 of the April 6, 1962 agreement for the payroll week of December 23, 1962."

This grievance was filed in the First Step of the grievance procedure March 21, 1963.

Contract Provision Involved:  
Agreement.

Section 11 of the April 6, 1962

Statement of the Award:

The grievance is denied.

BACKGROUND AND FINDINGS

Case G-179

Ten employees in the Rolling Mill Department, Geneva Works, "request to be paid under the terms of Section 11 of the April 6, 1962 agreement for the payroll week of December 23, 1962." 1

In the payroll week commencing Sunday, December 23, 1962, the grievants worked as illustrated below: 2

"December 1962

Date	24 Sun.	25 Mon.	26 Tue.	27 Wed.	28 Thur.	29 Fri.	30 Sat.
#1			4*	4	4	4	4
#2		8	H				
#3			4	4	4	4	

\*Hours paid for, but not worked."

The issue can best be brought into focus by the following excerpts from the Fourth Step minutes - 3

"The Union is claiming overtime for the four hours worked on Saturday which, in the opinion of the Union, are hours that fall within the sixth day. The Union went on to say that the first work day started at 8:00 A.M. on Monday and ended at 11:59 P.M. on Monday because Tuesday was a holiday (Christmas Day). The Union stated that the contract states that the holiday shall be the twenty-four hour period beginning at the turn changing hour nearest to 12:01 A.M. of the holiday which then regards the holiday as a calendar day; thus the work day which commenced at 8:00 A.M. on Monday would have to end sixteen hours later in this case because of the calendar holiday starting at 12:01 A.M. on Tuesday. The calendar day (twenty-four hour period) in this case would end at midnight Tuesday, which would then conclude the second work day. The third work day would then start

"at 12:01 A.M. on Wednesday. Likewise, the fourth, fifth and sixth work days would also begin at 12:01 A.M. The Union went on to say that work performed (four hours) on the last turn, starting at 12:01 A.M. on Saturday the 29th, was work completed within the sixth day and overtime is due for such hours worked under the provisions of 11-C-1-c.

"Management pointed out that the contract does not provide for telescoping or shortening a work day once a work day begins. Each work day is a period of twenty-four hours commencing with the time the employee begins work.

"The Union said they are not interested in the work day. The holiday is a calendar day and not a work day as such, and has to be counted as a day worked whether worked or not.

"Management said that the basic issue in dispute seems to stem from the proper interpretation of a work day, particularly where a calendar holiday is involved. Management stated that we cannot telescope a work day. The first work day started at 8:00 A.M. on Monday and ended at 8:00 A.M. on Tuesday. The second work day began when the employees commenced work at 8:00 P.M. on Tuesday and ended at 8:00 P.M. on Wednesday. The third work day began at 8:00 P.M. on Wednesday and extended to 8:00 P.M. on Thursday. The fourth work day began at 8:00 P.M. on Thursday and ended at 8:00 P.M. on Friday and the fifth work day began at 8:00 P.M. on Friday and ended at 8:00 P.M. on Saturday. Management said that the holiday happened to overlap a portion of two work days. Management concluded that the four hours worked from 12:01 A.M. to 4:00 A.M. on Saturday was work completed within the fifth work day."

Clearly the grievants are entitled to overtime pay for work performed from 12:01 A.M. until 4:00 A.M. Saturday, December 29, provided the calendar day of December 29 was in fact the sixth workday. This would require a determination that the Union is correct in its assertion that Section 11-C-2 identifies a holiday for all Section 11 purposes as "the 24-hour period beginning at the turn--changing hour nearest to 12:01 A.M. of the holiday."--i.e., that a holiday is a calendar day and controls the hours of preceding and succeeding workdays. The Union's position is that the grievants' first workday in their scheduled workweek began at 8:00 A.M., Monday, December 24 and ended at midnight only 16 hours later, because the holiday started at that time. The first workday having ended after the expiration of 16 hours under this reasoning, then December 25, 26, 27, 28 and 29 must be regarded as calendar days, and also as workdays, thereby resulting in Saturday, December 29, hours worked being properly considered overtime hours.

4

As indicated in the Fourth Step quotations, the Company believes that a 24-hour workday cannot be collapsed or contracted into fewer than 24 hours. The first workday having commenced for these grievants at 8:00 A.M. on Monday, December 24, it seems clear to the Company that five 24-hour workdays included the four hours' work on December 29 on the 12-8 A.M. turn.

5

The four hours worked by the grievants on Saturday, December 29, simply cannot be construed to fall on the sixth workday of the employees' schedule because the scheduled five workdays commenced at 8:00 A.M. on Monday, December 24, and lasted at least until 8:00 A.M. on the 29th. So much is clear from the Board's decision in Case USC-744 (quoted at length in Case G-114). An operative provision of USC-744 is that "Calculation of overtime, however, obviously must be based on the hours scheduled and worked by each specific individual."

6

Another leading case in this area is A-751. The Board there found as follows:

7

"Although Section 11-B-2 defines a 'workday' in terms of a 24-hour period, it also clearly states that the 24-hour period for

"a given 'workday' begins with the time that the employee begins work. This is the manner in which the Company has applied Section 11-B-2 for the purpose of calculating overtime pay under Section 11-C-1(c). It has not collapsed a workday in violation of 11-B-2, as contended by the Union. Each 'workday' under Management's calculations is a period of 24 hours, 'beginning with the time the employee begins work.'"

The "workday" here referred to is the Section 11-B-2 and Section 11-C-1(c) workday as distinct from the holidays enumerated in Section 11-C-2 as "Beginning at the turn-changing hour nearest to 12:01 A.M. of the holiday." Seemingly, 11-C-2 identifies the holiday hours for which holiday overtime pay is due and does so without superseding the concept that a workday commences at the beginning of the first turn to which employees are assigned in their payroll week. Such a result is essential to avoid collapsing or overlapping workdays.

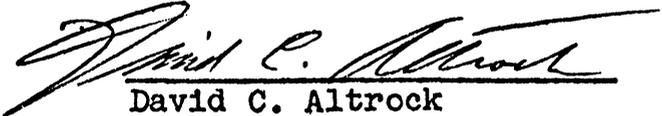
8

AWARD

The grievance is denied.

9

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

  
David C. Altrock

Assistant to the Chairman

Approved by the Board of Arbitration

  
Sylvester Garrett, Chairman