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# United States Steel Corporation Heavy Products Operations Duquesne Works and United Steelworkers of America Local Union 1256

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BOARD OF ARBITRATION

Case No. USS-5204-H

March 31, 1966

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
HEAVY PRODUCTS OPERATIONS  
Duquesne Works

and

Grievance No. HD-64-169

UNITED STEELWORKERS OF AMERICA  
Local Union No. 1256

Subject: Scheduling of 12-Hour Day.

Statement of the Grievance: "We, A & O personnel, contend Management arbitrarily posting 12 hour schedules.

"Facts: 12 hour schedules posted arbitrarily July 2, 1964 without approval from Union. Scheduling practices not being followed.

"Remedy Requested: Request Management follow scheduling practices."

This grievance was filed in the First Step of the grievance procedure July 17, 1964.

Contract Provisions Involved: Sections 10-B and -D of the April 6, 1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievance is denied.

BACKGROUND

Case No. USS-5204-H

This grievance from the Blast Furnace Maintenance Department of Duquesne Works protests Management's posting a schedule indicating that some employees would have to work 12-hour turns on three days of the following week, as violating Sections 1, 2-B, 3, 4, 10, and 14 of the April 6, 1962 Agreement, as amended June 29, 1963.

1

Over the Spring of 1964, Management planned for necessary maintenance and repair work on No. 6 Blast Furnace. This included about 14 larger tasks to be done by American Bridge and two other outside contractors (some with the help of plant personnel) and over 40 repair jobs to be performed by plant forces.

2

The Company says that No. 6 Blast Furnace is the source of about one-half of Duquesne's iron-making capacity, and thus it was felt necessary to minimize the downtime on this furnace. Hence, Management planned a 60-hour outage for this repair work, running from 7:00 a.m., June 30, to 7:00 p.m. on July 2, 1964.

3

With that volume of repair work to be done in 7-1/2 turns, the Company says it reviewed the available manpower and skills (both assigned maintenance and Central Shops craftsmen) and decided that some overtime would be necessary in order to complete the repairs on time. Consequently, in order to give the involved employees as much advance notice of necessary overtime as possible, Management decided to schedule some employees for 12-hour turns. Thus, the schedule posted on Thursday, June 25, 1964, for the week beginning Sunday, June 28, showed that some employees would work 12 hours on Tuesday, Wednesday, and Thursday of that week.

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Management notes that twelve employees were scheduled for 12-hour turns on some or all of those three days. Of the 15 signers of this grievance, however, only four were so scheduled, with the other eleven grievants not scheduled for 12-hour

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turns. In addition, other employees, not grievants here, worked 12-hour turns on those days but were not scheduled in that fashion.

The Union does not protest employees' being required to work 12 hours when that is necessary and the given employee has no legitimate reason for refusing to work overtime. 6

What the Union does protest is Management's scheduling employees for 12-hour turns, in advance of the event, which it views here as not an emergency situation because it was a planned outage. It says that there were other employees available to work this overtime, for example, Helpers who could have been upgraded to Millwrights. 7

What Management should have done, says the Union, is to have scheduled the normal 8-hour "workday" under 10-B, possibly with an appended note saying that some overtime would be required, and then to have asked individual employees to work overtime on the days when it was needed. The Union agrees that in that situation employees without legitimate excuses could have been required to work more than 8 hours, and it says that in the past Management's use of that technique always has obtained a sufficient number of employees to handle its overtime requirements. 8

The Company replies that in fact it did upgrade some Helpers, but that that was no real solution because it did not increase the total number of employees available to do the required work in the relatively short time at hand. Moreover, several Millwright Helpers were themselves scheduled and worked 12 hours, and others worked 12 hours although not so scheduled. 9

FINDINGS

This grievance was presented solely as a claimed violation of the scheduling provisions of the Agreement, with the Union relying mainly on Sections 10-B and -D. 10

Section 10-B states that "The normal workday shall be 8 hours of work in a 24-hour period." As stated in CI-143, however, that cannot be construed 11

"...as depriving the Company of the right, on occasion, to require its employees to work for periods of time above the 'normal' limit. The express use of the 'normal' implies occasional resort to the 'abnormal.' When the parties, in effect, say that an 8-hour workday shall be the general rule, they imply that there may be exceptions."

Thus, an employee's having to work 12 hours does not violate 10-B, and it would appear that his being scheduled on that basis for several days in a unique and non-recurring situation, when Management believes it to be essential for operating reasons, could not be in violation of 10-D-1 or -2. 12

The Union relies also on Section 2-B, but Management's having posted 12-hour schedules in the past and once having taken one of them down after a Union protest, is not sufficient to support a finding of a 2-B-3 practice at Duquesne prohibiting posting of such a schedule. On other occasions such schedules have been posted and worked, apparently without protest. 13

At any rate, the real basis of the dispute here, although articulated as a scheduling violation, seems actually to stem from the Union's fear that the traditional and apparently satisfactory operation of the "excuse" system, under 14

which employees with valid reasons are excused from overtime, will be jeopardized by scheduled, daily overtime. That is, the Union apparently fears that if daily overtime were to be scheduled, employees might be deprived of their right, as recognized in the past, to be excused for a valid reason. As one witness put it, if overtime were scheduled, he might be unable to predict at scheduling time whether he would need an excuse in the following week.

The Grievance Committee Chairman said that some employees had told him that they were informed at various times that no excuses would be accepted and that Supervision was being unreasonable in refusing to accept valid excuses. If such alleged abuses of the mutually satisfactory "excuse" system were to occur, however, they could be protested, whether or not the overtime in question had been scheduled in advance or directed on the day it became necessary.

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But, those fears seem unjustified here since Management agrees that it intends to continue to adhere to the normal "excuse" practice, to the effect that, insofar as is reasonably practicable, if an employee has a legitimate reason for not working overtime, he will be excused, and it says that it has applied and will apply that "rule of reason" in identical fashion, no matter whether the overtime be scheduled in advance or directed on the day it becomes necessary.

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Of course, whether overtime be scheduled or not, a reasonable difference of opinion can arise as to whether or not a particular employee's excuse is a legitimate one, and those differences continue to be subject to the grievance proceedings, if the Union believes Supervision is being unreasonable in refusing to accept legitimate excuses.

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None of those fears would appear to apply to the incident in dispute, however, since it is agreed that the one employee who clearly asked to be excused for an adequate reason, was so excused.

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Finally, regarding Section 14, there is nothing more than a bare allegation that three 12-hour days result in the employees' becoming overly tired and accident-prone. Thus, there is no basis in this record to find a violation of grievants' safety and health under Section 14. 19

Accordingly, in light of the particular circumstances of this case and since there was adequate basis to justify Management's requiring overtime work on this unique occasion, it must be concluded that there was no violation of the Agreement in the Company's scheduling it in advance. 20

AWARD

The grievance is denied. 21

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

  
Clare B. McDermott  
Assistant Chairman

Approved by the Board of Arbitration

  
Sylvester Garrett, Chairman