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United States Steel Corporation Sheet and Tin Operations Fairless Works and United Steelworkers of America Local Union 7246

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BOARD OF ARBITRATION

Case USS-8090-S

March 23, 1971

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Fairless Works

and

Grievance No. WFL-70-15

UNITED STEELWORKERS OF AMERICA
Local Union No. 7246

Subject: Cancellation of Turn - Reporting Allowance

Statement of the Grievance: "Management is in violation of the basic agreement, section 9, 10.

"Facts: On January 7, 1970 on the 3-11 turn, employee Dan Gross, was turned away at the gate, while someone worked overtime on the job he was scheduled to work on.

"Remedy Requested: Employee, Dan Gross feels that he is entitled to four hours reporting allowance because someone was working on his job."

Contract Provision Involved:
1968 Agreement.

Section 10 of the August 1,

Grievance Data:

Date

Grievance Filed:	January 13, 1970
Step 2 Meeting:	February 10, 1970
Appealed to Step 3:	February 13, 1970
Step 3 Meeting:	March 10, 1970
Appealed to Step 4:	March 17, 1970
Step 4 Meetings:	April 3, 1970
	June 25, 1970
Appealed to Arbitration:	October 9, 1970
Case Heard:	January 18, 1971
Transcript Received:	None

Statement of the Award:

The grievance is denied.

BACKGROUND

USS-8090-S

In this grievance from the Rod Finishing and Shipping Department, Trenton Division of Fairless Works, the Union protests the failure of the Company to permit grievant to work as scheduled on the 3-11 turn, January 7, 1970. Violation of Sections 9 and 10 of the August 1, 1968 Agreement are alleged.

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At approximately 12:30 p.m., January 7, 1970, a breakdown occurred on the 7-3 turn at the No. 2 Stand of the Trenton Rod Rolling Mill involving a broken barrel twister on the mill requiring approximately 10 hours to remove and repair. Twenty employees were sent home at 1 p.m., four at 1:30 p.m., and one at 2 p.m. Certain members of the 7-3 crew were retained to perform functions of their respective jobs that were not precluded by the breakdown. These employees included a Craneman, named Sabo, who had worked on the 7-3 turn and continued to work .3 of an hour or 18 minutes into the 3-11 turn.

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When the breakdown occurred, Management determined that the mill outage would extend into the 3-11 turn and immediately proceeded to attempt to contact the members of said crew by telephone. Except for grievant and another employee, Management was able to provide actual notice in this manner to all the scheduled personnel that their work turn had been cancelled. After three attempts to contact grievant, Management left word at Gate No. 3 that grievant was to be stopped at the gate and advised that the turn had been cancelled.

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Apparently when grievant arrived at the plant he was so advised by the Plant Guard. On the following day however grievant learned that employee Sabo had worked .3 of an

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hour overtime and grievant filed the instant grievance.

At the hearing the Union stated that it does not challenge the adequacy of the notice to grievant under the local practice established under Section 10-E-2-d. Rather the reporting allowance sought here is based on the fact that a Craneman from the previous turn worked 18 minutes into the 3-11 turn performing work for which grievant was presumably scheduled. The concern expressed by the main Union witness in this respect is the fear that on another occasion the Company might keep an employee over on turn for 3 or 4 hours of work depriving a scheduled employee of a turn of work available to him.

The Company contends that, since the Union agrees that every reasonable effort was made to contact grievant to inform him that he need not report for work, the mere fact that a Craneman from the previous turn worked 18 minutes into the turn for which grievant was scheduled is no contractual reason for grievant's claim for reporting allowance.

FINDINGS

On the admitted facts involved here, a breakdown occurred on the mill during the 7-3 turn on January 7 and operations were not expected to resume during the 3-11 turn. This fact provided justification for cancelling the scheduled 3-11 turn under Section 10 of the Agreement and it is not disputed that adequate efforts were made to contact grievant to inform him not to report for work. Therefore, no basis exists here for finding a violation of either Section 10-D-3 or for providing reporting allowance under Section 10-E.

It is true that, although most of the employees on 7-3 turn were released from work even before the end of that turn, there was some work available for the Craneman who worked to the end of the turn and 18 minutes into the 3-11 turn. While it might be concluded that had grievant not been called off he would have performed this 18 minutes of work, the Union has not pointed to any contractual provision or local practice that entitles him to this minimal amount of work when, because of the breakdown, there was no other work available for him throughout the rest of the turn. Thus the particular circumstances feared by the Union are not present in this case.

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Accordingly, the grievance will be denied.

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AWARD

The grievance is denied.

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


 Alfred C. Dybeck
 Assistant to the Chairman

Approved by the Board of Arbitration


 Sylvester Garrett, Chairman