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United States Steel Corporation Sheet and Tin Operations Irvin Works and United Steelworkers of America Local Union 2227

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BOARD OF ARBITRATION

Case No. USS-5075-S

October 25, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Irvin Works

and

Grievance Nos.
SI-64-113;
SI-64-114

UNITED STEELWORKERS OF AMERICA
Local Union No. 2227

Subject: Scheduling.

Statement of the Grievance: Grievance SI-64-113

"Union and employees protest the schedule posted for the week beginning 8/23/64.

"A schedule was posted for the week beginning 8/23/64 which is contrary to former scheduling and is in violation of scheduling in the Electrolytic Tinning Department.

"Management adhere to former scheduling practices."

This grievance was filed in the First Step of the grievance procedure August 21, 1964.

Grievance SI-64-114

"Union and employees protest the schedule posted for the week beginning 8/30/64.

"A schedule was posted for the week beginning 8/30/64 which is contrary to former scheduling and is in violation of scheduling in the Electrolytic Tinning Department.

"Management adhere to former scheduling practices."

This grievance was filed in the First Step of the grievance procedure August 28, 1964.

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

Statement of the Award: The grievances are denied.

BACKGROUND

Case USS-5075-S

These grievances from the Irvin Works Electrolytic Tinning Line attack the validity of schedules for the weeks beginning August 23 and 30, 1964 and assert that Management violated Sections 2-B, 4, 10-C, 10-D, and a Local Agreement under date of April 5, 1959.

Although some thirteen employees signed the two grievances, the Step 3 minutes established, and hearing posture of both parties confirmed, that only four Laborers are directly involved--Byzon, Gasparin, Sgattona, and Swanson. With the exception of Byzon (hereinafter dealt with) the Union agreed with the substance and factual accuracy of Company Exhibit 5 which is reproduced in its entirety on page 2.

The Company is said to have erred in two respects-- "Grievants were compelled to change turns within a five-day weekly schedule and in some cases the turns of work are not consecutive."

In reference to Gasparin, it is apparent to the Union that there was a break in the consecutive workdays composing his workweek. Swanson and Sgattona were moved from one turn to another during the workweek--i.e., they shifted turns or worked on "swing shifts." This violated Sections 10-C-1 and 10-D-1 which read as follows:

Section 10-C-1

"The normal work pattern shall be 5 consecutive workdays beginning on the first day of any 7-consecutive-day period. The 7-consecutive-day period is a period of 168 consecutive hours and may begin on any day of the calendar week and extend into the next calendar week. On shift changes, the 168 consecutive hours may become 152 consecutive hours depending upon the change in the shift."

SCHEDULES WORKED BY GRIEVANTS
IN SI-64-113 and SI-64-114

Name and Check No.	8/16							23							30							
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
Hyslop 53141*	3	3	3	3	3	3	3	Vacation							Not on ETL Schedule							
Byzon 53084*	Not on ETL Schedule							1	1	1	1	1	1	1	Not on ETL Schedule							
Macharik 55482*	Not on ETL Schedule							1	1	1	1	1	1	1	Not on ETL Schedule							
Gasparin 53051*	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Not on ETL Schedule							
Apostolides 53334*	Vacation							2	2	2	2	2	2	2	Not on ETL Schedule							
Moliterno 53106*	3	3	3	3	3	3	3	1	1	1	1	1	1	1	Not on ETL Schedule							
Kelly 46581* & **	3	3	3	3	3	3	3	3	3	3	3	3	3	3	2	2	2	2	2	2	2	2
Clark 53238**	2	2	2	2	2	2	2	2	2	2	2	2	2	2	3	3	3	3	3	3	3	3
Hegedus 53077**	Vacation							Vacation							2	2	2	2	2	2	2	
Brant 55493**	3	3	3	3	3	3	3	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2
Sgattona 34109**	3	3	3	3	3	3	3	Vacation							1	1	1	1	1	1	1	1
Seidling 34119**	1	1	1	1	1	1	1	2	2	2	2	2	2	2	3	3	3	3	3	3	3	3
Swanson 53351**	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2

ETL 1 - 15 turns beginning 8:00 a.m. Monday
 ETL 2 - Down
 ETL 3 - 15 turns beginning 4:00 p.m. Monday

ETL 1 - Down
 ETL 2 - 10 turns beginning 8:00 a.m. Monday
 No night turn
 ETL 3 - 15 turns beginning 8:00 a.m. Monday

ETL 1 - 15 turns beginning 4:00 p.m. Monday
 ETL 2 - 5 turns beginning 8:00 a.m. Tuesday
 ETL 3 - Down

* - Week ending August 29 - SI-64-113
 ** - Week ending September 5 - SI-64-114

Section 10-D-1

"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."

The sentence "On shift changes, the 168 consecutive hours may become 152 consecutive hours depending upon the change in the shift" has never been ruled on in the Union's opinion and is said to have inferentially established that shift changes cannot be made during a scheduled workweek.

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The April 5, 1959 Agreement reads:

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"It is agreed that effective April 5th, 1959, the working schedule for the Electrolytic Tinning personnel is mutually satisfactory to Management and the Grievance Committee. It is established in accordance with the 1956 Basic Labor Agreement, Section 10-D-1-(c) which provides that schedules deviating from the 'normal work pattern' may be agreed upon, and Section 11-C-1-d which states that when working pursuant to such schedules, the sixth and/or seventh work day in a seventh consecutive day period do not constitute overtime conditions.

"In the interest of clarity, it is further understood that the crew scheduling pattern hereby established is the only non-normal

"one agreed upon herein, and applies when 20-turn line crew coverage is scheduled. Likewise, it is understood that while this basic schedule does not entail six or seven consecutive days work, individual cases may occasionally occur and so will cases resulting from starting or terminating this schedule, but that these cases are not cause for claimed overtime.

"Finally, it is agreed that either party retains the right to withdraw from and nullify this agreement at any time after first providing the other party with sufficient notice of this intention to facilitate an orderly transition of work schedules."

The Union contends that Union and Company here agreed that the men would work five consecutive days without varying turns in the 5-day period. The agreement changed the practice adhered to prior to April, 1959, and was rigidly adhered to until the two weeks which prompted the present grievances.

Company Exhibit 5 indicates Byzon working five consecutive days on the same shift in the week commencing August 23, 1964, but the Union maintains that, in fact, Byzon did not work five consecutive days. The record is rather murky on this point, but apparently a clerical trainee of the Company committed an error on a posted schedule that was not rectified until the current grievances were well into the grievance procedure. The Company now asserts that its Exhibit 5 is correct in delineating hours and shifts worked by Byzon. The matter is not critical since Byzon's grievance, like the others, will stand or fall on the validity of the Union's contractual case.

The Company considers that Gasparin, by working day turn on August 23, was merely continuing his prior week's schedule. Gasparin was not scheduled to work in the Electrolytic Tinning Line the week beginning August 30.

Grievants Sgattona and Swanson did indeed work different turns on some of their five consecutive scheduled working days. This, says the Company, does not do violence to the "normal work pattern" referred to in Section 10-D-1. Working on different turns, in addition to not being barred by that Section, is in effect sanctioned by the Board in its decision in Case USC-365. 10

FINDINGS

It has not been established that grievant Byzon worked a schedule consisting of other than five consecutive days during the week commencing Sunday, August 23, 1964. The Union agrees that grievant Gasparin worked as per the delineation on Company Exhibit 5, which indicates six consecutive days of work between Tuesday, August 18, and Sunday, August 23, inclusive, and four consecutive days between Wednesday, August 26, and Saturday, August 29. This would seem to conform to the Section 10-C-1 requirement that "the normal work pattern shall be five consecutive workdays beginning on the first day of any seven consecutive day period." Gasparin did not work five non-consecutive workdays in the week commencing Sunday, August 23, as the Union claims, but rather the turn he worked on August 23 was a continuation of his schedule for the week of August 16, and this would seem permissible in view of the Section 10-C-2 statement that "a work pattern of less or more than five workdays in the seven consecutive-day period shall not be considered as deviating from the normal work pattern provided the workdays are consecutive." (Underscoring added.) 11

With respect to Sgattona and Swanson, it would appear that the Union would prevail if one of several contentions may be deemed correct: - First, that the Section 10-C-1 statement that "the 168 consecutive hours may become 152 consecutive hours depending upon the change in the shift" means that different shifts cannot be worked by the same man in the same week." Second, that the Board in Case USC-365 ruled that different shifts are not permissible. Third, that the April 5, 1959 12

Local Agreement outlawed split or swing shifts. Four, that a Section 2-B local practice has evolved since April, 1959, to the extent that Management is prohibited from scheduling different shifts.

Contentions one and two were touched upon in USC-365, also from Irvin Works, as follows:

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"Despite the number of grievances, and variety of arguments presented, the dominant issue in this case is whether Section 10-C requires that the five consecutive days of work must all be on the same shift. Alternatively, the Union holds that even if Section 10-C itself does not require such scheduling, nonetheless an agreement was reached during the discussions in August, 1952, which requires that the men be scheduled on the same shift each day, with payment of overtime for hours worked outside this agreed pattern.

"There is nothing in Section 10-C or -D which requires the result urged by the Union. The fact that numerous 'normal' work schedules involve working on different shifts during the workweek in many operations of the Corporation, without payment of overtime, was not challenged by the Union."

The weeks commencing August 23 and 30, 1964 did not involve 20 turn schedules at the Electrolytic Tinning Line. The April 1959 Agreement states on its face that it "applies when 20 turn line crew coverage is scheduled." Lest this appear an overly wooden discard of the Local Agreement, it should be noted that that Agreement was not directed, according to the preponderance of the evidence, toward the elimination or curtailment of employees working different shifts in

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a given week. If it were, the parties would have said so and would not have attempted the elimination of different turns by talking about something else.

Since Sections 10-C-1 and 10-D-1 definitely do not prohibit working different turns or shifts within a given workweek and the claimed local agreement actually is inapplicable, there is no apparent support for the claimed Section 2-B-3 practice which represents the Union's last alternative argument.

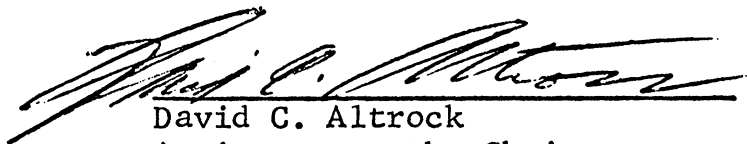
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AWARD

The grievances are denied.

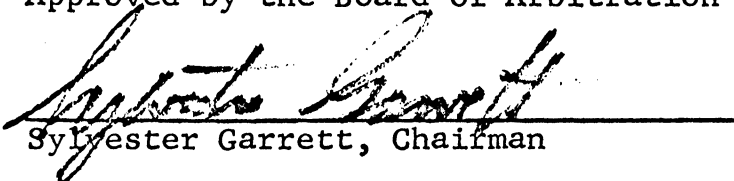
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Findings and Award recommended pursuant to Section 7-J of the Agreement, by



David C. Altrock
Assistant to the Chairman.

Approved by the Board of Arbitration



Sylvester Garrett, Chairman