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United States Steel Corporation Heavy Products Operations South Works and United Steelworkers of America Local Union 65

Sylvester Garrett

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BOARD OF ARBITRATION

Case No. USS-5125-H

December 22, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
HEAVY PRODUCTS OPERATIONS
South Works

and

Grievance No. HS-64-44

UNITED STEELWORKERS OF AMERICA
Local Union No. 65

Subject: Hours of Work - Change in Schedules

Statement of the Grievance: "The grievant's schedule was changed without there being a proper reason for doing so. When he protested to his Supervisor, he was kept waiting from 7 A.M. to 10:30 A.M. then he was sent home. On 6-13-64 an employee (P. Henkel 21-437) from another Seniority Unit worked his job. The Company is in violation of Sections 1, 2, 10 and 13 of the Basic Agreement dated 4-6-62 and as amended 6-29-63. Also the Local Seniority Agreement dated 9-26-63.

"The grievant was scheduled to work 1st turn Sunday 6-7-64. Mon. 6-8-64, Tues. 6-9-64, 2nd turn Fri. 6-12-64 and 2nd turn Sat. 6-13-64. The Company without proper cause changed his schedule to the following:

2.

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"Sun. 11-7, Mon. 11-7, Tues.
11-7, Wed. 7-3, Thurs. 7-3, 2nd turns.

"That the grievant be compensated
with two days pay (average earnings) for the two days
work he lost."

This grievance was filed in the
First Step of the grievance procedure June 12, 1964.

Contract Provision Involved: Section 10-D-3 of the April 6,
1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievance is sustained.

BACKGROUND

Case USS-5125-H

Grievant, a Slow Cool Tender in the 53/34" CB and Standard Structural Department of South Works protests that a schedule change on Tuesday, June 9, 1964 was not proper under the provisions of Section 10-D-3 of the April 6, 1962 Agreement, as amended June 29, 1963, and requests two-days pay at average earnings.

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For the week beginning Sunday, June 7, 1964, supervision had scheduled the so-called 53" Mill and 6 Yard Cooling Pit areas for 21 turns. These areas are usually covered by two Operators per turn, unless semi-finished product, rolled on the 34" Mill, is cooled in the 53" Mill Pits, in which case a third Operator is added. Six turns for a "third man" were scheduled for the first turn, Sunday, June 7, the third Thursday, June 11, for all three turns on Friday, June 12, and the first turn of Saturday, June 13. This level of operations required the scheduling of two employees on 15 turns, and of three employees on six turns. Schedules for a total of ten employees were posted on the Thursday preceding the week in question as follows:

2

	<u>6/7</u>	<u>6/8</u>	<u>6/9</u>	<u>6/10</u>	<u>6/11</u>	<u>6/12</u>	<u>6/13</u>
	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
Ulanowski	2	2			3	3	3
Bukovi			1	1	1	1	1
Kozlowski	3	3	3			1	1
Sorrell			2	2	2	2	2
Lowe	1	1		3	3	3	
Cortez(1)	1	1	1			2	2
Bender	3	3	3	3	3		
Walters			2	2	2	3	3
Charles(3)	1			1	1	1	1
Henkels(2)	2	2	2*	2*		2	

* Working as Recorder

- (1) Grievant
- (2) Not a member of the seniority unit
- (3) Upgraded from Recorder

In the week prior to Sunday, June 7, the 53" Bloom- 3
ing Mill which provides steel for the 34" Mill, had experienced
various and relatively short delays, some caused by minor
equipment breakdowns, and Supervision decided on Monday,
June 8, to advance the rolling of semi-finished product on
the 34" Mill from 3:00 p.m. Thursday, June 11, to 11:00 p.m.
Tuesday, June 9, for a better utilization of that mill. In
the Fourth Step Minutes, the reason for the rolling changes
on the 34" Mill was described as "steel distribution problems."

In order to provide "third man" slow cooling pit 4
coverage for semi-finished product under the changed rolling
sequence, Management posted a new schedule Tuesday morning
and commenced, at about 10:00 a.m., to call employees who
could not be notified in the mill. By that time grievant
had completed his work assignment on the first turn and
left town for his scheduled two days of rest. The schedule
as changed was as follows:

	<u>6/7</u>	<u>6/8</u>	<u>6/9</u>	<u>6/10</u>	<u>6/11</u>	<u>6/12</u>	<u>6/13</u>
	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
Ulanowski	2	2		<u>3</u>	3	3	
Bukovi			1	<u>1</u>	1	1	<u>2</u>
Kozlowski	3	3	3	<u>3</u>			<u>1</u>
Sorrell			2	<u>2</u>	2	2	<u>3</u>
Lowe	1	1		<u>1</u>	<u>1</u>	<u>2</u>	
Cortez(1)	1	1	1	<u>2</u>	<u>2</u>		
Bender *	3	3	3	<u>3</u>	<u>3</u>		
Walters*			2	2	2	3	3
Charles*(3)	1			1	1	1	1
Henkels(2)	2	2	2**	2**			<u>2</u>

- Rescheduled turn
- * No change in schedule
- ** Working as Recorder
- (1) Grievant
- (2) Not a member of the seniority unit
- (3) Upgraded from Recorder

Supervision called grievant at the telephone number on file with the Company but was unable to reach him. A message was left with a relative, instructing him to report for work the following day. 5

When grievant failed to report on Wednesday, another telephone call was made and the message was repeated; the same action was taken when he failed to report on Thursday. The record indicates that Management did not attempt to fill his position, but operated the slow cooling areas with two employees. 6

Grievant returned home in the afternoon of Thursday, June 11, learned about the messages and called the mill. When he did not reach the Foreman, he left a message that he had called. He was called back by a Foreman later on in the evening, and told that the schedules had been changed, that he had been supposed to work Wednesday and Thursday, and that he was not scheduled for Friday or Saturday. Considering the schedule change "illegal" Cortez reported for work on Friday nevertheless. He was questioned about his failure to report on Wednesday and Thursday, and told that he would be disciplined. After further discussions, disciplinary action was not taken, but he was specifically instructed to go home and not to show up in the mill on Saturday. During the grievance procedure, 7

the parties were preoccupied with a discussion of the "reasonableness" of the notice of the schedule change. After the case was appealed to the Board, the Company, for the first time, alleged that equipment breakdowns on the 53" Mill and steel delays at the Open Hearth were the underlying causes, and that the Company's action was justified under the proviso of Section 10-D-3.

The Union takes the position that the change in rolling sequence was not one of the conditions contemplated by Section 10-D-3. Grievant therefore should have been put to work on Friday and Saturday. (In addition, it protested that employee Henkels who was assigned to work grievant's turn on Saturday was not a member of grievant's seniority unit and, therefore, should have not been permitted to take grievant's place.) 8

The Company took the position that the delays experienced on the Blooming Mill in the previous week provided contractual justification under Section 10-D-3 to change the schedule of Slow Cooling Operators since they required a changed rolling sequence on the 34" Mill. Sufficient notice was given to grievant under a Local Agreement, dated December 12, 1947, which provides as follows: 9

"The following is an agreement between the Management and the Grievance Committee at the South Works of the Company for the purpose of defining the term 'reasonable notice' as it relates to reporting for work.

"1. 'Reasonable notice' by the Management of a change in scheduled reporting time or that an employee need not report to work shall be two (2) hours before the actual reporting time. Such notice may be --

"(a) a message left at the employee's address, or

(b) a personal contact with the employee, or

(c) a telephone call to the number or numbers previously given by the employee to his supervisor for such purposes.

"It shall be the responsibility of the individual employee to furnish his supervisor with the telephone number (or numbers) and the address to be used by Management in giving such 'reasonable notice,' and any of the contacts shown in (a), (b) or (c) -- even though they may fail to reach the employee involved -- shall constitute 'reasonable notice' so long as they are made two (2) hours before actual reporting time."

(This Agreement was modified in 1951 in aspects not pertinent to this case.)

The Company felt justified to assign Henkels to the second turn of Saturday, June 13, since under the schedule, as changed, this day would have constituted an overtime assignment for the grievant. Under previous decisions of this Board, notably USC-523, such assignment across seniority lines was contractually proper to avoid payment of overtime. 10

The record indicates that the 34" Mill could have rolled semi-finished product as originally scheduled, but 11

that it would have disrupted operations on that mill, and that good operating procedures dictated the changed rolling sequence.

FINDINGS

There is no doubt that work was performed in this unit on June 12 and 13 which grievant could have performed. The basic reason he was not used, apparently, was that he could not be reached earlier in the week to work on two days when he was scheduled off. It seems obvious that grievant was out of town in reliance on the posted schedule and that the notice agreement covering cancellation of posted days of work cannot equitably be applied here because as is found below the schedule change made was not caused by the type of breakdown contemplated by Section 10-D-3.

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The changed schedule posted in grievant's department on Tuesday, June 9, was based on Management's determination that better equipment utilization of the 34" Mill required a changed rolling sequence. Although this decision ultimately related back to events which had transpired the previous week, the delays then experienced on the 53" Mill cannot be considered as the type of breakdown contemplated by Section 10-D-3. In Case USC-365 the Board ruled that the Company was not justified to change posted work schedules in reliance on Section 10-D-3, where mill supervision had merely changed the schedule of operations. Therefore, the schedule change was not one within the proviso of Section 10-D-3 of the Basic Agreement.

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On the basis of this finding, the work assignments of the week of June 7 must be viewed without the protective cover of a posted, changed schedule. Thus, additional turns

14

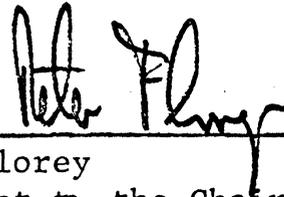
of work had to be added on Wednesday, June 10, and Thursday, June 11, and work, previously scheduled for Friday, June 12, and Saturday, June 13, was no longer available. There was not enough work for everybody originally scheduled for second turn on June 12. A reduction in forces on that turn would have first affected employee Henkels who was not a member of the seniority unit. Work on the second turn of Saturday, June 13 was not affected, and work for two employees remained available, as originally scheduled. Therefore, no reason existed to replace grievant with Henkels. In this context then the grievant reported and was available for work as originally scheduled on Friday, June 12, and would have similarly reported on Saturday, June 13, had he not been deterred by what he thought was a threat of discipline. In view of the circumstances of this case in which grievant's work was assigned to an employee who was not a member of grievant's seniority unit the grievant shall be paid for the earnings lost on each of the two days.

AWARD

The grievance is sustained.

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



Peter Florey
Assistant to the Chairman

Approved by the Board of Arbitration



Sylvester Garrett, Chairman