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# United States Steel Corporation Irvin Works and United Steelworkers of America Local Union 2227

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BOARD OF ARBITRATION

Case USS-5280-S

March 23, 1966

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
Irvin Works

and

Grievance No. SI-65-19

UNITED STEELWORKERS OF AMERICA  
Local Union No. 2227

Subject: Claim for Overtime.

Statement of the Grievance: "An adjustment of wages for the  
eight (8) hours on Sunday, 1-17-65."

This grievance was filed in the  
First Step of the grievance procedure January 28, 1965.

Contract Provisions Involved: Sections 10-D-1-c and 11-C-1-d of  
the April 6, 1962 Basic Agreement, as amended June 29,  
1963, and Local Agreement dated April 5, 1959.

Statement of the Award: The grievance is denied.

BACKGROUND

Case USS-5280-S

This grievance from the Tin Finishing Department of Irvin Works claims overtime under Section 11-C-1-d of the April 6, 1962 Agreement, as amended June 29, 1963, on the ground that grievants worked a sixth day during a 7-consecutive day period.

1

Grievants are members of the "A" crew on the No. 1 Electrolytic Tinning Line. Three crews (A, B, and C) worked a total of 15 turns in the week beginning January 10, 1965. For the ensuing week four crews were scheduled (A, B, C, and D) for a total of 20 turns. The grievants' schedule for the disputed period was as follows:

2

<u>Turn</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>
	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
1st	X	X	A	A	A	A	A	C	C	C	D	D	D	D
2nd	X	B	B	B	B	B	X	A*	A	A	A	X	C	C
3rd	X	C	C	C	C	C	X	D	B	B	B	B	B	A
	15 turns							20 Turns						

\* Claim for overtime

The present case turns upon proper application of a local agreement dated April 5, 1959, and negotiated pursuant to Section 10-D-1-c of the Basic Agreement, reading:

3

"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."

(Underscoring added.)

The April 5, 1959 local agreement reads:

4

"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."

(Underscoring added.)

The local agreement was negotiated because of conditions which arose early in 1959. Over earlier years the Tin Finishing Department normally scheduled 20 or more turns per week on each of the Electrolytic Tinning Lines. Because of such high level operations, there were few occasions when less than 20 turns per week were operated on any Line. Scheduling on this basis entailed a certain amount of split scheduling, and this was accepted by the employees. Changing market conditions in 1959 made continuous 20-turn operation of Electrolytic Tinning Lines at Irvin Works a thing of the past, and the Union indicated that it no longer would permit split schedules to go unchallenged. Management then began scheduling crews on a normal pattern of five days of work with two days off, freezing crews both as to days off and shift worked. After a few weeks of such scheduling, both parties concluded that the inconvenience to employees and Management alike made it desirable to negotiate the above local agreement.

At the hearing the Union presented illustrative schedules covering each of the three Electrolytic Tinning Lines which the parties had before them when the local agreement was negotiated. Each schedule covered a period of 20 consecutive weeks and followed a pattern called the Timken schedule.

In pushing the present grievance the Union does not question the validity of the April 5, 1959 local agreement, but contends that the present situation does not really fall within its terms. This contention rests on an argument that there was here no reduction in total turns scheduled for all three Electrolytic Tinning Lines as between the two consecutive weeks of January 10 and January 17, since a total of 55 turns were operated in each of the two successive weeks. In the Union view, the second sentence of the second paragraph of the local agreement applies only where there is an increase or decrease in the total of turns scheduled on all three Lines. The Company relies on the fact that the agreement specifically on its face must be applied on a line-by-line basis, irrespective of the total number of turns worked on all three lines.

After the present grievance arose, an oral agreement was reached between Grievance Committeeman Maksin and General Foreman Klingensmith to the effect that the crews which otherwise might work a sixth consecutive day within a 7-day period (because of operations fluctuating below 20 turns per week on a given line) could be moved to another line, so as to avoid this consequence. This informal solution makes the type of problem here presented much less likely to arise again, but the present grievance remains for decision.

The Union also greatly stresses a grievance settlement in Grievance A-60-66 (submitted August 18, 1960). There the statement of Employee/Union Position was as follows:

"The Union and employees contend that the Agreement signed April 5, 1959 provides for payment of overtime for sixth or seventh days worked in a seven-consecutive-work week crossing a payroll week.

"The Union's Position is substantiated by the Agreement which in part reads:- 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 supplies 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."

The Company Position is reflected on the grievance form as follows:

10

"The mutually agreed schedule for Electrolytic Tinning employees, effective April 5, 1959, provided that cases resulting from starting or terminating the schedule would not be cause for claimed overtime. Changes in level of operations were discussed and decided upon as the basis for this provision. The shutting down of one Tinning Line and the continuance of two Tinning Lines operating twenty (20)

turns each was not contemplated nor discussed. Although the absence of discussion should not penalize the Company any more than the Union, we are willing to resolve this doubt in favor of the employees and to pay the grievants who are otherwise eligible on the basis of their claims for overtime.

"Should a need arise in the future for a mutually agreed scheduling arrangement under similar operating conditions, it is Management's intention to prepare with the Union a new scheduling agreement which will more completely and accurately reflect the intentions of both parties.

"This settlement is without prejudice to the rights of either party."

(Underscoring added.)

The Company stresses that the settlement in Grievance A-60-66 was without prejudice to the rights of either party. It protests that the Union has no authority to cite such a settlement. The Union replies that the Statement of Company Position in the grievance reflects an authoritative interpretation of the agreement for present purposes and may be used as a reflection of the Company's understanding of the local agreement, despite the fact that the agreed settlement was without prejudice to the rights of either party.



FINDINGS

The literal language of the second sentence of the second paragraph of the April 5, 1959 agreement clearly applies to the present situation and requires denial of this grievance. There is nothing in the language of the agreement which suggests any ambiguity for present purposes. The Board cannot place any particular weight upon the grievance settlement in Case A-60-66 since that settlement specifically was without prejudice to the rights of either party. Even were this not so, the situation in Grievance A-60-66 differs clearly from the present: here the No. 1 Line went from 15 to 20 operating turns in the two weeks in question. The situation in Grievance A-60-66 involved shutting down one line entirely. Finally, the critical sentence in the Company Position in Grievance A-60-66 on which the Union relies (as underscored above), does not indicate that the changes in operating level so mentioned referred to operations in the whole Department rather than to the individual Lines.

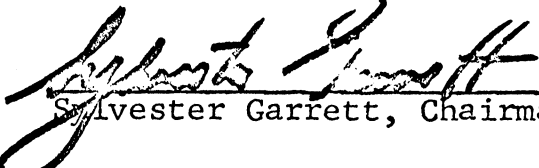
12

AWARD

The grievance is denied.

13

BOARD OF ARBITRATION

  
Sylvester Garrett, Chairman