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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-5309-S

March 7, 1966

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Irvin Works

and

Grievance No. SI-65-71

UNITED STEELWORKERS OF AMERICA
Local Union No. 2227

Subject: Hours of Work - Schedule Change Due to Breakdown

Statement of the Grievance: "The Union requests overtime payment for the 80" Hot Strip Operating B-Crew for Saturday, May 8, 1965 as provided in Section 10.

"Schedule as posted for the B-Crew was changed from 20 turns to 19 turns on the week of May 2, 1965 through May 8, 1965.

"The B-Crew be compensated at overtime rates."

This grievance was filed in the First Step of the grievance procedure May 10, 1965.

2.

USS-5309-S

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 denied.

BACKGROUND

Case USS-5309-S

Employees assigned to the 80" Hot Strip Mill at Irvin Works demand overtime payments under Section 10-D-3 of the April 6, 1962 Agreement, as amended June 29, 1963, for hours worked on what would have been their sixth working day had their schedule not been changed.

1

During the week of May 2, 1965, the 80" Hot Strip Mill was scheduled to operate on a seven-day, 20-turn basis. Grievants worked six days; the remaining turns were covered by knock-out crews. The maintenance down turn was scheduled for the second turn of Wednesday, May 5, 1965.

2

On Saturday, May 1, 1965, the tailing roll cylinders on the No. 4 and No. 5 coilers began to malfunction intermittently, causing coils to be loosely wrapped. Management tried to cope with this equipment failure between Saturday and Monday without shutting down the mill. On Monday, May 3, supervision decided that the defects could be corrected only by replacing the cylinders, which would require an interruption in operations. Under the pressure of business at that time, supervision decided to take the chance of rolling four additional turns and to shut the mill down on the first turn of Wednesday, May 5, 1965, which would make two turns available for repair work since the second turn of that day already had been scheduled as a maintenance down turn.

3

The Union argues that, in this case, the schedules were not changed due to a breakdown within the meaning of Section 10-D-3 of the Basic Agreement since the mill continued to operate after the defects in the equipment became known.

4

The Company argues that work on the defective tailing rolls constituted a breakdown within the meaning of Section 10-D-3 and that, in any event, the removal of a

5

scheduled turn was not a schedule change within the meaning of Section 10-D-3 since the Company did not add any turns to the grievants' schedule as posted.

FINDINGS

The Board need not decide whether the elimination of the first turn on May 5, 1965 constituted a schedule change within the meaning of Section 10-D-3 since under the circumstances here present, the necessity for exchanging the tailing roll must be considered "a breakdown or other matters beyond the control of Management" under Section 10-D-3. 6

It may conceivably be argued that the word "breakdown" relates to malfunctioning of the equipment which requires immediate shutdown. However, the proviso also refers to "other matters beyond the control of Management." This language covers defects in the equipment which, while not necessitating an immediate shutdown, require repairs before the next scheduled workweek. 7

The record also supports the claim of the Company that under normal business conditions, the mill would have been shut down immediately upon discovery of the defective tailing rolls, and that repairs were delayed until May 5, 1965 only because repair turn had been scheduled for that day already. 8

3.

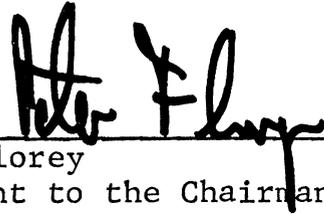
USS-5309-S

AWARD

The grievance is denied.

9

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