

ARBITRATION OPINION

In the Matter of: :
: :
INLAND STEEL COMPANY :
: :
and :
: :
UNITED STEELWORKERS OF :
AMERICA : :

Arbitration Board

Pursuant to a joint request, John K. Kyle was named as sole arbitrator by the Sixth Regional War Labor Board of Chicago, Illinois, on December 3, 1943.

Hearing

A hearing was conducted at the offices of the Inland Steel Company at Indiana Harbor on December 17, 1943, at which both parties presented evidence.

Questions

1. Is Corley Rippe entitled to be paid for four hours' work at the occupational rate for his job, by virtue of his having reported for work on Saturday, April 10, 1943.

2. Is Jack Greenberg entitled to be paid for four hours at the occupational rate of his job as feeder, by virtue of having reported for work on May 11, 1943.

Discussion of the Issues

Rippe Case

A. Union's Contentions:

Rippe is a scrap yard crane operator, employed at No. 2 Open Hearth of the Company. He worked his regular shift as such operator from 12:00 Midnight to 8:00 a.m. Thursday, April 8. On Thursday, April 9, at approximately 8:00 or 8:30 p.m., he telephoned the No. 2 Open Hearth office and reported that he would be unable to work that night. Upon reporting for his regular shift on Saturday, April 10, he found a note from the foreman, as follows: "You can work as stocker tonight from 12 to 8, 4-10-43, and see me Saturday morning before going home. There is no place on the crane for this turn." The foregoing note was initialed by the foreman. The stocker's job is less responsible and the stocker receives less money.

The Union quotes Article V, Section 5, of the Agreement between the Company and the Union which states as follows:

Greenberg Case

A. Union's Contention:

That during the week of May 9 to May 15, Jack Greenberg was scheduled to work as a feeder in the Black Plate Division of the tin mill at the rate of approximately \$9.96 per 8-hour day. On May 11, Greenberg reported for work. One of the crew of his unit was absent because of illness and the crew was short handed. The Management decided not to operate this unit.

The Management then notified Greenberg that he could work on another job at a lower rate than the job that he was scheduled for as a feeder. Greenberg expressed willingness to work on this job but objected to working for a lower rate. He requested that he be paid his regular rate and contended that payment under this rate was necessary under provision of Article IV, Section 5, which reads as follows:

"An employee working on a regular job ordinarily filled by someone else, shall be paid the rate of the job. An employee requested by Management to take a job paying less than the normal pay of the job on which he is regularly employed shall receive the rate which he receives when regularly employed."

Greenberg was then told that he would either work at the lower rate or there would be no work available for him. He then went home and requests that he be given four hours' pay for reporting for work under the provisions of Article V, Section 5, quoted heretofore in the Rippe Case.

B. Company's Contention:

That Greenberg was not assigned to his regular work because of conditions beyond the control of the Company and that he should have accepted the work which was offered to him.

C. Discussion:

Article IV, Section 5, provides that an employee requested by Management to take a job paying less than the normal pay of the job on which he is regularly employed, shall receive the rate which he receives when regularly employed. The foreman in the Greenberg case, who insisted that Greenberg work at the lower rate, was violating the principal provisions of the section above. Greenberg, having reported for work for which he was scheduled and finding no work available, through no fault of his own, is therefore entitled to be paid for four hours' at the occupational rate of the job for which he was scheduled to report as required in Article V, Section 5.

In passing, there is some question as to the procedure followed by Greenberg in this case. It would probably have been wiser for him to have accepted the job offered to him and then to have brought up, as a grievance, his plea for pay at his

"Whenever an employee is scheduled to work or has been notified to report for work, and upon arrival at the plant finds no work available, he shall be paid for four hours' work at the occupational rate of the job for which he was scheduled to report."

B. Company's Contention:

The Company pointed out at the hearing that when people report off sick, it is the custom in No. 2 Hearth to arrange for a substitute to take over the job and that the substitute is so scheduled until the regular man reports "on" in advance of coming to work; that the crane operator is a key man and the work of other employees depends on the operation of the crane; that it is necessary to schedule crane operators in advance. The Company also points out that having no word as to whether or not Rippe would report for the Saturday shift, a substitute was assigned to the crane and, had the substitute been withdrawn from this work when Rippe appeared at the beginning of the shift, it would have been necessary, under the contract, to pay the substitute for four hours' work.

C. Discussion:

It appears, from the testimony, that there had been a practice in No. 2 Open Hearth to require an absentee to report "on" after an absence; although this may not have been a hard and fast rule. It appears, however, from the testimony given with reference to the type of work, that it was essential for the management to know that a crane operator, regular or substitute, would be on the job. This is made necessary by the fact that the work of other employees depends upon the crane being operated.

Your arbitrator is impressed by the clause in Article V, Section 5, referring to an employee being "scheduled to work." It appears that the foreman had no definite information as to whether Rippe would appear on the night in question. He, therefore, assigned another man to the job to insure the operation of the crane and, intending to be absent, left a message for Rippe assigning him to work as stocker in the event that he would appear. The note left appeared to be necessary to take care of the contingent appearance of Rippe and to make a definite assignment of responsibilities for the shift in question.

The general practice for reporting "on", after reporting off, appears to be a necessary part of the scheduling of the employee to work. The instant dispute could have been avoided had the Company adopted definite rules as to reporting "off" and "on". However, under all of the circumstances of the case, it is the opinion of your arbitrator that Rippe is not entitled to compensation, a failure to receive his regular assignment having resulted from conditions within his control, rather than within the control of the Company.

regular rate under Article IV, Section 5, rather than to have followed his own inclinations as to whether or not he would work on the day in question. Whether or not he did or did not follow the wiser course does not, however, affect the rights given him under the contract.

ARBITRATION AWARD

1. That Corley Rippe is not entitled to receive pay for four hours' work under Article V, Section 5, of the contract.

2. That Jack Greenberg is entitled to be paid for four hours' work under the provision of Articles IV and V, Section 5, of the contract.

S/ JOHN K. KYLE
Arbitrator

Dated this 5th day of April, 1944.