INLAND STEEL COMPANY )
) Grievance No. 2-F-9
- and - ) Docket No. IH-96-96-1/2/57
) Arbitration No. 205
UNITED STEELWORKERS OF AMERICA)
Local Union No. 1010 ) Opinion and Award

Appearances:

For the Company:

L. E. Davidson, Assistant Superintendent,
Labor Relations
R. J. Stanton, Divisional Supervisor,
Labor Relations

For the Union:

Cecil Clifton, International Staff Representative
Joseph Wolanin, Acting Chairman, Grievance Committee
Sylvester Logan, Vice Chairman, Grievance Committee

The question in this case is whether H. Verwey, the grievant, is entitled to four hours of pay (in addition to the four hours of pay with which he was credited by the Company) for November 6, 1956.

The grievant asked and received permission to be absent from his regularly scheduled turns beginning with the 4-12 turn Monday, November 5, 1956, because he was assigned to jury duty. He telephoned the plant at 3:30 P.M. on November 5, and stated that he had been excused from jury duty and would report on his regular turn on Tuesday, November 6. Although the notification was given to the proper representative of the Company, the grievant's foreman, due to some unexplained delay in intra-Company communications, not attributable to the grievant, was not made aware of the grievant's intention to return to work until 4:20 P.M. on November 5, or 23 hours and 40 minutes beforethe start of the turn. The foreman, according to the Company's Pre-Hearing Brief "considered this inadequate reporting notice and did not place H. Verivey [sic] back on the schedule for November 6." The Company had previously assigned a Helper to fill grievant's place and assigned an employee from another turn to fill the Helper's vacancy.

When the grievant appeared for work on November 6 for his regular turn, he was sent home. After investigation and consideration of the matter, the Company decided that the situation fell within the provisions of Article VI Section 5 and credited the grievant with four hours of pay.

Article VI Section 5 reads as follows:

"Section 5. Whenever an employee has been scheduled or notified to report for work and upon his arrival at the plant finds no work available in the occupation for which he was scheduled or notified to report, unless the Company has notified him at the place he has designated for that purpose not less than two (2) hours before his scheduled starting time, he shall be paid for four (4) hours at his pay period average straight-time earnings rate on the occupation for which he was scheduled or notified to report. If he is offered other work for which he is physically fit, for four (4) hours or more with earnings of the same effort at least equal to his pay period average straight time earnings on the occupation for which he was scheduled or notified to report and he refuses such work, he shall not be eligible to recieve the four (4) hours' reporting pay above provided for.

"It shall be the duty of the employee to keep the Company advised of a reliable means of prompt communication with him.

"The purpose of this Section is to compensate employees for faulty scheduling and it shall not apply if the failure to supply work to an employee is due to the employee, or to a strike, stoppage of work in connection with a labor dispute, power or equipment failure, acts of God or other interferences with Company operations beyond the control of the Company."

The last paragraph quoted above purports to express the purpose of the entire section which was to compensate employees for "faulty scheduling" by the Company. Thus, when an employee has been scheduled or notified to report for work and, upon his arrival at the plant, finds no work available in the occupation (and he does not refuse equivalent work if offered) it is intended to compensate him with four hours of pay unless it should appear that the failure to supply work is attributable to the employee himself or to the causes enumerated in Marginal Paragraph 124. Here the employee was not at fault and the other special causes referred to in the cited paragraph are not present.

The Union's theory, however, is that the failure to provide work for the grievant was not due to "faulty scheduling." It argues that when the grievant reported off for jury duty, there was no problem of "scheduling" involved, but rather,

the "upgrading" of other employees on the turn to fill a vacancy under Section 6 (a) of Article VII. Thus, says the Union, when he again reported for work on his regular turn after giving due notification as required by the Agreement, no question of faulty scheduling was involved but, rather, the necessity of "downgrading" the helper and the other employee assigned to fill the manpower needs created by the grievant's absence. The Union argues, in effect, that it is not "scheduling" but "assignment" (perhaps as the term "assign" is used in Marginal Paragraphs 120 and 121) that is involved.

Although the terms "schedule" and "scheduling" are undoubtedly used elsewhere in the agreement as referring to the period or pattern of time during which an employee is assigned to a job, the term "faulty scheduling" does not have the restricted or technical sense in Marginal Paragraph 124 claimed by the Union. It appears that the parties intended to have four hours of pay credited to every employee who was himself without fault and who, when he reported for work found no work available, whatever the reason for the failure might have been (excepting the causes in Marginal Paragraph 124). Thus, "faulty scheduling" might apply to the scheduling of materials flow resulting in "no work available" as well as the scheduling or assigning of employees to jobs. A decision here based upon the reasoning which the Union advances would not be in accord with a reasonable conception of the objectives of the parties, as reflected in the Agreement.

The aim is obviously to assure an employee of at least four hours' pay when he is denied work through no fault of his own. Management, when such a situation occurs, is penalized by paying for time during which it receives no benefit. It would be improper to extend this to eight hours when Management makes an error and schedules or assigns someone else to a given employee's job. This is simply a type of faulty scheduling for which the Company must pay the penalty of four hours' pay; it thereby meets its obligation under Article VI Section 5.

AWARD

The grievance is denied.

Peter Seitz,
Assistant Permanent Arbitrator

Approved:

David L. Cole,
Permanent Arbitrator

Dated: October 2, 1957