INLAND STEEL COMPANY )
)
and )
)
UNITED STEELWORKERS OF AMERICA )
Local Union 1010 )

Grievance No. 16-F-57
Docket No. IH-196-191-6/18/57
Arbitration No. 236

Opinion and Award

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations
W. A. Flournoy, General Foreman, Cold Strip Finishing End
M. S. Riffle, Divisional Supervisor, Labor Relations

For the Union:

Cecil Clifton, International Representative
J. Wolanin, Acting Chairman, Grievance Committee
J. Sargent, Grievance Committee

Grievant, a member of the crew on the Stamco Slitter in the Cold Strip Department, complains in this grievance that all the employees on this unit were called in to work on Friday, February 7, 1957, but that he was not notified to report and he requests pay for the eight hours he lost. The contract provisions cited are Article IV, Section 1 and Article VI, Section 1.

Article IV, Section 1 is the plant management provision, and is cited because of its concluding clause: " ... in the exercise of such functions the Company shall not discriminate against employees because of membership in or legitimate activity on behalf of the Union."

It was suggested at the hearing that there has been a tendency on the part of supervisors to discriminate against Lessie because he has been a Union Steward and has four times been involved in grievances. This discrimination, it is said, has taken the form of giving him less opportunity for extra work or turns than is afforded to other employees, and the failure to inform him that his crew was to work on the Friday in question was another manifestation of this.

Article VI, Section 1 deals with hours of work, defines normal workday, normal work pattern, and schedules, but it starts with the sentence:

> "This Section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week."

There is no provision in this Section for the relief requested by the grievant. The only point at which it calls for penalty pay is in Marginal Paragraph 93, and that relates to a subject foreign to grievant's complaint.

Other parts of Article VI call for pay when there is no work done, like Marginal Paragraph 122 (reporting pay of four hours), Paragraph 125 (minimum pay of four hours when an employee starts to work), and Paragraph 110 (holiday pay). None of these are related to this grievance.

At the hearing it was frankly stated by the Union that grievant would have preferred to drop this grievance but was persuaded to proceed with it only because a Company representative had stated in the Third Step that Management was free to call in any employee for as little or as much work as it cared to assign to him. Obviously, even in the absence of a specific contract provision to the contrary, there is the above-quoted sentence in Article IV, Section 1 under which if such a course were followed with reference to an individual employee who happened to be more than normally active in Union affairs there would be a strong factual presumption of discrimination. Moreover, if Management openly gave one member of a crew treatment inferior to what is accorded to others, there could well arise questions concerning seniority rights and possibly sustainable charges of abuse of managerial discretion, not to mention the deleterious effect it would have on employee morale. Such a statement is both unwarranted and unwise.

The fact is, however, that the notification that this crew was to work on Friday, after a previous notice that it would not work, was given by the Foreman to the Operator in the customary manner twice in the afternoon of the preceding day. The grievant happened to be out of hearing at both times, but between the two occasions he was back at the unit and neither the Operator nor any other crew member passed the information on to him. Ordinarily they do, and this method of notification has been used for a long time. In fact, when he failed to appear the next morning, Management telephoned his home to get him in, but he had left and was not available. On the evidence it is clear there was no intent to deny him this day of work, nor any expectation that he would not appear.

As to the more general charge that he was not given as many work opportunities as others, the record does not bear him out. He was an extra Feeder, by his own choice, and not a regular man. He had waived the right to become an Inspector on the Mesta Slitter or a regular Feeder on the Streine or Hallden machines. In any event, it was agreed at the hearing that whatever cause for complaint he may have had in former times, for many months he has had eminently fair treatment entirely devoid of any taint of discrimination.

AWARD

This grievance is denied.

Dated: February 10, 1958

David L. Cole
Permanent Arbitrator