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

Grievance No. 16-F-78
Docket No. IH-208-203-8/19/57
Arbitration No. 237

Opinion and Award

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations

For the Union:

Cecil Clifton, International Representative
A. Garza, Acting Secretary, Grievance Committee

For all practical purposes this case is identical with Grievance 16-F-59, and the two awards should be read together.

Walter Johnson, the grievant, is a Mechanical Helper in the Cold Strip Department. His schedule for the work week beginning March 17, 1957 was duly posted on Thursday, March 14, 1957, indicating he was to work the 7:30 - 3:30 turns Tuesday through Saturday. Subsequently, he was told to work on Saturday of that week 3:30 - 11:30 instead of the turn scheduled. The Union contends this constitutes a schedule change in violation of Article VI, Section 1 D (3) and that grievant is entitled to eight hours' pay at overtime rates, pursuant to Section 1 D (4).

In the strictly literal sense grievant's schedule as posted on the preceding Thursday was changed by the Company. Nevertheless, upon examining Marginal Paragraph 92, which prohibits schedule changes after being posted except for breakdowns or other matters beyond the control of the Company, together with Marginal Paragraph 93 (Section 1 D (4)), upon which the grievance relies for the relief requested, we find plainly stated that an employee is entitled to overtime rates of pay only if the schedule change results in his being laid off on any of the five scheduled days and being required to work on what would otherwise have been the sixth or seventh workday in the schedule. These are made conditions which must be met for the Company to be liable for such a penalty overtime payment.

This is not ordinary overtime. The employee is not being paid for working beyond eight hours in a day, beyond five workdays in a week, nor in excess of 40 hours in the week. It is a special kind of penalty designed to overcome certain evils, and by the very words used it may be seen that the type of schedule change sought to be avoided is one which will change the employee's normal days of work and probably his days off duty as well. In any event, when the schedule is posted the aim is to let him know on which days in the following work week he may normally expect to work and which will either be days off or compensable at overtime rates.

Section 1 D (4) makes Section 1 D (3) clear. If the change in schedule does not alter the days of work, it does not run counter to these provisions. For changes in work involving periods of less than a day, under prescribed circumstances the employee may be entitled to relief by way of reporting pay (Article VI, Section 5) or perhaps to some other kind of relief not germane to this case. Here the schedule change was made well in advance of the time grievant reported for work on Saturday, March 23, 1957, so that the reporting pay provision did not come into play. This the grievant recognized by not making such a claim, relying flatly on Marginal Paragraph 93 instead. As indicated, the conditions necessary for relief under that paragraph are not present.

AWARD

The grievance is denied.

Dated: February 10, 1958

David L. Cole
Permanent Arbitrator