

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
Local Union 1010

Grievance Nos. 12-F-61
12-F-62
Docket Nos. IH-286-279-3/17/58
IH-287-280-3/17/58
Arbitration No. 279

Opinion and Award

Appearances:

W. A. Dillon, Assistant Superintendent, Labor Relations
L. R. Mitchell, Divisional Supervisor, Labor Relations
J. Borbely, Divisional Supervisor, Labor Relations

For the Union:

Cecil Clifton, International Representative
C. C. Crawford, Grievance Committee, Galvanizing Department
Fred A. Gardner, Chairman, Grievance Committee

These two grievances are identical and are therefore disposed of in this one award. In Grievance 12-F-61, J. Gonzales is the grievant, and in Grievance 12-F-62 W. Gailles. Both work in the Galvanizing Department and their grievances were filed on the same day, November 20, 1957, in the same form.

Two issues are raised by these grievances. The first is whether a seven-consecutive-day period, under Article VI, Section 2 (1) (d) (paragraph 103), for the purpose of overtime pay, may start only at the expiration of the preceding seven-day period. The second is whether the construction of this provision of the Agreement and of the non-duplication of overtime provision (paragraph 116) set forth in Arbitration No. 265 with reference to Grievance 3-F-1 should be modified or reversed.

In the workweeks of October 20 and October 27, 1957 these two employees worked the turns indicated in this table:

	Week of October 20								Week of October 27						
	S	M	T	W	TH	F	SAT		S	M	T	W	TH	F	SAT
12-8															
8-4	W	W	W	W	W	O									
4-12							W		W	W	W	W	W	W	O

They were paid at overtime rates for the hours worked on Saturday, October 26, and on Friday, November 1. Each of these days was the sixth day of the workweek and the hours worked were those beyond 40 in the workweek.

The request in their grievances is that they be given the overtime rate for work performed on Thursday, October 31, on the ground that this was the sixth day worked in a seven-consecutive-day period starting October 26, in which they worked on the first five days.

The issue concerning the commencement of such a seven-day period has been considered and ruled on in favor of the contention of the grievants in the award in Grievance 12-F-60. The discussion need not be repeated here.

The same is true with respect to the general interpretation of paragraphs 103 and 116 of the Agreement. The ruling made in Arbitration No. 265 (Grievance 3-F-1) is reviewed in the award in Grievance 12-F-63, and the conclusion is that the earlier interpretation should stand, subject only to re-examination if the Wage and Hour Administrator or the Secretary of Labor should rule that by following this interpretation the Company is liable for violation of the Fair Labor Standards Act.

It follows, then, that having paid overtime rates for work done on Saturday, October 26, the first day of the seven-day period in question, the Company must be given full credit against the premium pay that would be due under paragraph 103 of the Agreement. Under that provision, overtime rates would be payable for work done on Thursday, October 31, and Friday, November 1. The Company has paid the overtime rate for November 1, and the credit it is entitled to by virtue of the overtime rate paid for October 26 offsets the amount that would be due for Thursday, October 31.

It is academic, therefore, in this case whether one rules that this grievance is allowed or disallowed. No money is due the grievants. The overtime rate paid for work performed on Saturday, October 26, as discussed in the award in Grievance 12-F-63, had to be paid because of the Fair Labor Standards Act, and the premium paid must be allowed as a credit against the overtime pay that would be due, under paragraph 103, for work done on October 31. Overtime rates for work done on October 31 would be by virtue of the parties' contract and not because of the requirements of the law, and the parties have it within their power to provide for the waiver of such additional contractual overtime if they desire to do so under certain circumstances. They have in effect agreed to do so by the provisions of paragraph 116, as pointed out in the award in 12-F-63.

AWARD

These grievances are sustained, as outlined above. The seven-consecutive-day periods in question started on October 26, 1957. There is, however, no money due either of these grievants.

Dated: September 12, 1958

David L. Cole
Permanent Arbitrator