In the Matter of Arbitration between	Grievance No. 5-58
	Docket No. SC-Cleveland-379
INLAND STEEL CONTAINER COMPANY	Arbitration No. 302
and	
	Opinion and Award
UNITED STEELWORKERS OF AMERICA Local Union No. 2732	

Appearances:

For the Company:

William F. Price, Attorney
L. M. Ansley, Plant Manager
R. A. Wortman, Personnel Manager

For the Union:

Joseph Kanecki, International Representative
Chas. Heyduck, Local Union President

The question here is whether seven employees, sent home on March 12, 1958 for lack of work immediately prior to their contractual relief period are entitled to pay for that period. The Union also requests "cessation of this Company practice".

The dispute involves the interpretation of Article IV, Section 1 of the Supplemental Agreement relating to the Cleveland Plant. This reads as follows:

> "Section 1: Each employee shall be entitled to thirty-five (35) minutes relief per eight (8) hour shift which shall be granted through plant shutdowns unless otherwise agreed:
>
> "8:00 A.M. to 8:10 A.M.
> "9:30 A.M. to 9:45 A.M.
> "1:45 P.M. to 1:55 P.M.
>
> "The automatic whistle system will sound at the beginning of the relief period and will sound one and one-half (1 1/2) minutes prior to the end of the relief period as a warning for the employees to be at their machines ready for work at the end of the relief period. * * * "

On March 12, 1958 the seven employees involved began work at 6:30 A.M. They participated in the 10 minute relief period starting 8:00 A.M. and the 15 minute relief period starting 9:30 A.M. At approximately 1:40 P.M., five minutes before the beginning of their 15 minute relief period starting 1:45 P.M., their work assignments having been completed, they were told that they were relieved from duty and would be paid up to and including 1:45 P.M.

The claim of the Union is that inasmuch as the Company terminated the tour of duty of these employees when it did, it is obligated to compensate them for the fifteen minute relief period following their release from duty.

The position of the Union is grounded on two related points. The first is that having worked until just before the beginning of the relief period, the period was "earned" and the time thereof should be compensated for at the regular rate. The second point, a corollary of the first, is that in the 1952 negotiations the relief periods were accepted by the Union in lieu of a wage increase and to fail to consider the period in question as having been "earned" is effectively to deprive the Union of the fruits of its bargaining.

The applicable provision of the Agreement, quoted above does not express itself with such ambiguity or uncertainty as to require or justify research as to its meaning. It entitles each employee to a total of 35 minutes of relief "per eight (8) hour day". This can only mean that when the span of the working day is eight hours an employee is entitled as of right to a total 35 minutes of relief time. The provisions proceed to identify the relief periods by time symbols. Work is not expected of the employees until the warning signal indicates the end of the period.

The Company previously has compensated employees in the plant for all the hours they were in attendance, including those designated as relief periods. These were instances in which the work did not cease at the beginning of a relief period, but, rather, between relief periods. No grievance was filed in these cases claiming that some pro rata portion of the subsequent relief periods which occurred after the employees had been relieved had been "earned".

It seems evident that the purpose of Article IV, Section 1 of the Supplemental Agreement is truly "relief" and that it is provided to afford employees an opportunity to rest and to satisfy personal needs before proceeding with the remainder of the day's work. An employee does <u>not</u> qualify for "relief" by working the hours which precede the relief period; rather he qualifies by being under a duty to perform services in the hours following the relief period. "Relief" enables an employee to refresh himself in order that he may perform the work yet to be done. In industrial practice and parlance "relief" is not given or compensated for at the termination of a tour of duty. In such case, unless special and

explicit provision should be made to the contrary, such rest and satisfaction of personal needs as may be required are not compensable and are taken on the employees' own time.

In view of the plain meaning of the provision quoted above, I do not believe it necessary or proper to investigate in detail the Union's argument based on its history. Suffice it to say that there is a sharp conflict in the testimony as to what took place during negotiations. It may only be observed that prior to 1952 a relief man was provided for every five employees with the result that every employee, including the relief man had 10 minutes of relief each hour in addition to a wash-up period at noon and at the end of the shift. The quoted provision in approximately its current form was adopted as an alternative to that system of relief. It would seem that this general history, without considering the details over which the parties dispute, fortifies the conclusion reached here.

In the course of the discussion at the hearing it was intimated by the Union that a decision in the Company's favor, here, would open the door for a practice of ceasing work immediately before the beginning of a relief period. This raises a question of sound labor relations and good faith between the parties rather than a matter within the province of the Arbitrator. However, the apprehensions of the Union should be allayed by the statement made by the Company in its second, third and fourth step answers. In the fourth step the Company wrote

> "While the Company does not intend to make this a frequent practice, it feels that if a man's work is finished just prior to the beginning of a scheduled relief period, it has no obligation to pay him through the relief period if he is not required to work following the scheduled work period". (Underscoring supplied.)

AWARD

The grievance is denied.

Peter Seitz,
Assistant Permanent Arbitrator

Approved:

David L. Cole,
Permanent Arbitrator

Dated: January 28, 1959