INLAND STEEL COMPANY)
) Grievance No. 10-F-23
and) Docket No. IH-337-328-6/9/58
) Arbitration No. 309
UNITED STEELWORKERS OF AMERICA)
Local Union No. 1010) Opinion and Award

Appearances:

For the Company:

L. E. Davidson, Assistant Superintendent, Labor Relations
J. Stanton, Assistant Superintendent, Labor Relations
Miles Riffle, Divisional Supervisor, Labor Relations
Art Morris, General Electrical Foreman, Plant #1 Mills

For the Union:

Cecil Clifton, International Representative
Joseph Wolanin, Secretary, Grievance Committee
Wm. Bennett, Grievance Committeeman

This case is a companion to Arbitration No. 308. J. Meece, the grievant here, also a Motor Inspector Helper in the Plant #1 Mills, worked the following schedule:

	Week of 1/5/58							Week of 1/12/58						
	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Turn														
12-8					W	W	W	W	W	W	W	W		
8-4			W											
4-12														

The Union claims payment at overtime rates for all hours worked on Monday and Tuesday, January 13 and 14, as the sixth and seventh workday of a 7-consecutive day period during which the first five days were worked (Article VI, Section 2 C (1) (d): Marginal Paragraph 103). As in Arbitration No. 308 it argues that the schedule here in dispute was not normally used and should not be deemed to have been approved. Similarly, as in the cited case, the Company urges that the hours worked on January 13 and 14 were worked pursuant to working schedules normally used prior to August 5, 1956; that the schedules were approved under Marginal Paragraph 103 and were exempted thereby from the application of overtime liability provision; and that such schedules have not been materially affected by adjustment to the seniority holding in Arbitration No.167 and associated cases.

This case on the matters referred to above is governed by the holding in Arbitration No. 308 that no finding can be made on the record here that working schedules such as are grieved were "normally used" as of the effective date of the Agreement and accordingly "shall be deemed to have been approved by the grievance committeeman".

There is an additional element in this case which relates to the change of shift shown on the working schedule set forth above. The Company points out that a "seven consecutive day period" began at 8 A.M. on Tuesday, January 7 and, by reason of the shift change, ended 152 hours later at 4 P.M. on Monday, January 13. Accordingly, it argues, the hours worked on Tuesday, January 14, 1958 do not fall within the "7-consecutive day period" referred to in the first sentence of Marginal Paragraph 103 for which overtime rates are required to be paid. The Company appears to be on firm ground in this contention which is supported by the proviso that

> "* * * on shift changes the 7-consecutive day period of one hundred and sixty-eight (168) consecutive hours may become one hundred and fifty two (152) consecutive hours depending on the change in shift."

Application of this reasoning would exclude hours worked on Tuesday, January 14 as having been worked on the "seventh workday of a 7-consecutive day period" (Marginal Paragraph 103). However, the hours worked on Monday were worked on the sixth workday of such period and should be compensated at overtime rates.

AWARD

The grievance is granted as to hours worked on Monday, January 13, 1958 and denied as to hours worked on Tuesday, January 14, 1958.

Peter Seitz,
Assistant Permanent Arbitrator

Approved:

David L. Cole,
Permanent Arbitrator

Dated: March 12, 1959