

1965-NEW OLD ART. 6- SEC. 3
ART. 10- SEC. 2
INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
Local Union 1010

Grievance No. 16-F-272
Docket No. IH-355-346-8/6/58
Arbitration No. 321

Opinion and Award

HOURS OF WORK
GRANTED
AVG. EARNINGS
Appearances:

For the Company:

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

For the Union:

Cecil Clifton, International Staff Representative
F. Gardner, Chairman, Grievance Committee
J. Wolanin, Secretary, Grievance Committee
J. Stone, Grievance Committee
J. Maronic, Witness

The grievants are referred to as Maronic's crew. They work on the Sheet Temper Mill in the Cold Strip Department. They allege that they were scheduled to work on the #26 Sheet Temper Mill, and on April 9 and 10, 1958 although work was available on their mill they were directed to work on the #25 Mill and suffered a loss in earnings for which they ask to be made whole. They base their claim on Article VI, Section 3, which provides:

"An employee directed by the Company to take a job in an occupation paying a higher rate or rates than the rate of the occupation for which he was scheduled or notified to report shall be paid the rate or rates of the occupation assigned for the hours so worked. Where an employee scheduled or notified to report for an occupation is directed by the Company either at the start or during a turn to take for all or a part of that turn a job in an occupation paying less than the rate or rates of the occupation upon which he was scheduled or notified to report, he shall receive the rate or rates of the occupation on which he was scheduled or notified to report while performing such lower rated work, except where such employee would have otherwise been demoted or laid off from the job for which he was scheduled or notified to report, in which cases the employee shall receive the rate or rates of the occupation assigned, subject, however, to the provisions of Sections 5 and 6 of this Article VI."

The Company's position raises a question of contract interpretation. It is that when grievants were put on the #25 Mill instead of the #26 Mill they were not directed to take a job in an occupation paying less than ~~the rate of the occupation on which they were scheduled or notified to report,~~ since the occupations in which they worked on both mills are identical.

They are the three occupations of Roller, Catcher and Feeder, which are the only occupations in the straight line, multi-occupation Temper Mills sequence.

There are two weaknesses in the Company's position. The first is that Article VI, Section 3, does not restrict itself to occupations. It speaks of a job in an occupation. It also speaks of the job in an occupation paying less than the rate or rates of the occupation upon which the employee was scheduled to work. This suggests that the parties contemplated more than merely the base rate of the occupation when they agreed upon this contract provision. They must have had in mind the incentive rates as well.

The second weakness is that the quoted language is ambiguous, for the qualifying phrase "paying less than the rate or rates of the occupation upon which he was scheduled" could apply to either the job or the occupation, and the practice in this department apparently has been to give the #26 Mill crew its average hourly earnings when temporarily assigned to the #25 Mill. On the evidence presented, which is not clean-cut and is largely a matter of personal recollections, this seems to have happened several times, except when the employees would otherwise have been demoted or laid off from the job for which scheduled. This exception is specifically provided for in the Section 3, and does not detract from the interpretative value of the practice, unsatisfactory as the evidence thereof may be.

Management's emphasis on its general right to assign employees to whatever work it deems desirable or necessary has no pertinence to the instant issue. Granting the fact that it has this right, the question still remains as to the rate or rates the employees should be paid when it is done. In this case the answer is found in the quoted section of the Agreement.

AWARD

The grievance is granted.

Dated: May 8, 1959



David L. Cole
Permanent Arbitrator