

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
Local Union 1010

Grievance No. 11-F-35
Docket No. IH-349-340-7/7/58
Arbitration No. 334

Opinion and Award

Appearances:

For the Company:

L. E. Davidson, Assistant Superintendent, Labor Relations
W. A. Dillon, Assistant Superintendent, Labor Relations
M. S. Riffle, Divisional Supervisor, Labor Relations
J. Borbely, Divisional Supervisor, Labor Relations
H. S. Onoda, Labor Relations Representative
E. Cooney, Assistant Superintendent, Plant #2 Mills
G. Talanian, Turn Foreman, 100" Plate Mill

For the Union:

Cecil Clifton, International Representative
Fred Gardner, Chairman, Grievance Committee
Joseph Wolanin, Secretary, Grievance Committee
J. Sowa, Grievance Committeeman

The grievance filed on behalf of 51 100" Plate Mill employees asks for "reporting pay" for work as scheduled on the 8-4 and 4-12 turns on April 10, 1958.

A major breakdown occurred in the Mill at about 7:25 p.m. on April 9, 1958. When the top bearing cap had finally been removed it was learned that the bearing had been burned out. Because at 10:30 p.m. there had been considerable doubt as to when repairs would be completed and there appeared to be a basis for belief that they might not be completed until after midnight on the next day, the 4-12 crew was released and its members were instructed to call the Mill before reporting to work on their turn on April 10. The Mill remained down and the Union makes no claim for reporting pay for the employees on the 12-8 turn because it is satisfied that the Company did not have sufficient opportunity to notify the employees on that turn as required by Article VI, Section 5. The grievances are pressed only on behalf of those who were scheduled for the succeeding 8-4 and 4-12 turns. Eighty six employees were scheduled for the 8-4 turn. Of this number, due to the breakdown, no work was to be available for 18. Immediately after midnight the Turn Foreman gave instructions to communicate by telephone with each of the 18 men. Only seven of the 18 men had telephones and of this number only five could be reached, two telephones not responding to the call. At the start of the 8-4 turn the Turn Foreman went out to the clock-house to post notices as to which of the 68 men (out of a total force scheduled of 86 men) would be working and where, and also to instruct those for whom no work was available to go home.

Employees on the 4-12 turn who telephoned in accordance with instructions were told that the Mill was not operating and that they should not report; others, however, reported without having made telephone inquiries.

As in the associated case, Grievance No. 7-F-35 (Arbitration No. 333) the Union claims faulty scheduling and the Company asserts that in the case of such an exempted contingency as an equipment breakdown it is immune from liability for reporting pay. On the Company's theory, and interpretation of Article VI, Section 5 as stated in Arbitration No. 333, the nature and extent of advance notification of the absence of available work to the employee who had been scheduled is wholly immaterial to the determination of reporting pay liability in the case of an equipment breakdown. With respect to these conflicting interpretations on Article VI, Section 5 the analysis and comments of the Arbitrator in Arbitration No. 333 are to be considered a part of this decision.

In line with the observations made in Arbitration No. 333, it would have been "faulty scheduling" if the Company had simply let the employees on the 8-4 and 4-12 turns appear for work which it knew well in advance would not be available. The question in this case is really whether the Company should be penalized for not succeeding in getting word to the employees, -- whether the efforts it made to do so amounted to reasonable compliance with the contract provisions.

This question must be answered, if possible, by the provisions of the Agreement and the reasonable interpretations of such provisions. An employee scheduled or notified to report for work who arrives at the plant and finds no work available, as specified in Paragraph 122, is entitled to four hours of reporting pay

"unless the Company has notified him at the place he has designated for that purpose not less than two (2) hours before his scheduled starting time."

Paragraph 123 declares:

"It shall be the duty of the employee to keep the Company advised of a reliable means of prompt communication with him."

Eighteen employees, out of 86, scheduled for the 8-4 turn had no work available. Of these, seven had listed telephone numbers with the Company. Knowing by midnight (eight hours before reporting time) that they would not be needed, the Company tried to telephone these 18 employees. Only five of the seven answered their phones. No effort was made to contact the other eleven. Thirteen employees reported for work at 8:00 a.m. and were sent home. These included the two who did not respond to the telephone calls made to the numbers they left with the Company.

The question basically is whether the Company had made all the efforts reasonably required under the above-quoted provision, to excuse itself from liability for failing to notify these employees. Under Paragraph 123, employees could have been asked to provide other "reliable means of prompt communication," where the individual employee himself had no telephone. Perhaps a neighbor's telephone, or that of a fellow-worker living nearby might have been listed and used in such a case. And, of course, there were also the possibilities of messenger or telegraph service. Where there is a contractual duty to notify employees not to report for work, this duty is not discharged

by saying merely that only seven out of 18 had telephones. Some additional effort was indicated, even if it might had not have turned out to be completely successful. No relief is granted the two who did not respond to the telephone calls placed to their numbers because they had represented that these numbers constituted a reliable means of communication. The likelihood is that other means of communication, like telegraph, would have met similar difficulty. In any event, in placing calls to the designated numbers the Company made reasonable effort to comply with its contractual duty.

The employees on the 4-12 turn present a different picture. They were instructed before they left on April 9 to inquire by telephone before reporting for work on April 10. Some did do so and were informed of the lack of available work. Some ignored the instructions and reported. It must be found that the Company made reasonable provision and effort to keep these employees informed, and that those who elected to ignore the instructions given them may not hold the Company accountable for the inconvenience they suffered thereby.

AWARD

1. The grievance is granted as to the 11 employees who were scheduled for and did report for work on the 8-4 turn on April 10, and whom the Company made no effort to notify of the lack of work.

2. The grievance is denied as to all other grievants.

Dated: January 10, 1961

7s/ David L. Cole

David L. Cole
Permanent Arbitrator