THE INLAND STEEL COMPANY
(Indiana Harbor Works)

- and -

UNITED STEELWORKERS OF AMERICA,
AFL-CIO, Local Union 1010

ARBITRATION AWARD

Grievance No. 20-F-51
Appeal No. 120
Arbitration Award No. 386

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

William F. Price, Attorney
J. Stanton, Assistant Superintendent, Labor Relations
G. A. Jones, Supervisor, Industrial Engineering
A. T. Anderson, Divisional Supervisor, Labor Relations

For the Union:

Cecil Clifton, International Representative
Al Gaza, Secretary, Grievance Committee
James Balanoff, Grievance Committeeman
Joseph Gyurko, Witness
Ray Pawloski, Witness

STATEMENT

A hearing was held in Gary, Indiana on November 17, 1960.

THE ISSUE

The grievance reads:

"Journeymen Machinists who have worked with Machine Shop repair crew were paid an incentive, the same as the one that has applied for years to the Machine Shop repair crew. The Company granted this in Grievance No. 20-F-37. Now, in paying retroactive incentive earnings the Company pays back to only August 29th. This incentive plan for the above occupation has been in effect for years and isn't a new plan, so that payment must be made back to the signing of this present Contract and apply to all who have worked and are working as Machine Repairmen.

Relief Sought: That all men who are working and have worked in the Machine repair crew be paid incentive for time that was worked in the repair crew."

DISCUSSION AND DECISION

The issue appears to be clearly stated in the above quoted grievance. Did the Company violate the terms of the Contract in paying "retroactive incentive earnings" ***back to only August 29" or should the Company be required to pay retroactive incentive earnings "back to the signing of this present Contract"? In prior Grievance No. 20-F-37 the Company stated "Arrangements are being made to pay incentive earnings retroactively in accordance with the applicable provisions of Article VIII, Section 4." The Company also stated the grievance was granted "to the extent of the application of the provisions of Article VIII, Section 4."

In analyzing the language of Article VIII, Section 4, there is no question that the present factual situation is not subsumed under either Paragraphs (a) or (b). To the extent that there was some union reliance on Article V and in the present hearing on the provisions of Article VI then clearly by the words of Paragraph (c) retroactivity cannot go beyond thirty (30) calendar days prior to the date of the filing of the written grievance in Step One. Section 4, Paragraph (d) is a general "catch all" clause which would cover any situation not precisely covered by the prior sub-paragraphs and again makes the retroactive date not earlier than the date of the filing of the written grievance in Step One.

An examination of the Company answers in Steps One, Two, and Three, to the present grievance shows that the Company was fully

apprised that the question was as to which date was the proper retroactive date as indicated by the Grievance. In Step One and Two the Company referred to the applicable provisions of Article VIII, Section 4, as requiring retroactive payment only for thirty (30) days prior to the filing of Grievance No. 20-F-37. This same statement is repeated in the Second Step answer and by reference it is included in Item 5 of the Company's third step review of the Union's allegations.

This Arbitrator is required to follow the "limitations" set forth in Article VIII, Section 4. Whether the Grievants were considered Apprentices or Starting Rate Machinists is not controlling because in either event the Arbitrator is bound by the "Limitations" Article VIII, Section 4 as to retroactivity.

AWARD

The Grievance is denied.

Peter M. Kelliher

Dated at Chicago, Illinois
this 21st day of February 1961.