

In the Matter of Arbitration Between:

THE INLAND STEEL COMPANY

ARBITRATION AWARD NO. 405

- and -

Grievance No. 20-F-85

UNITED STEELWORKERS OF AMERICA

Appeal No. 209

Peter M. Kelliher
Impartial Arbitrator

APPEARANCES:

For the Company:

W. A. Dillon, Asst. Superintendent, Labor Relations
R. J. Stanton, Asst. Superintendent, Labor Relations
H. Onada, Labor Relations Representative
A. N. Bitcon, General Foreman, Blacksmith Shop

For the Union:

Cecil Clifton, International Representative
A. Garza, Secretary of Grievance Committee
James Balanoff, Grievance Man
W. Smith, Aggrieved
J. Brooks, Aggrieved
G. Chigas, Asst. Grievance Man

STATEMENT

Pursuant to notice, a hearing was held in Gary, Indiana,
on March 15, 1961.

THE ISSUE

The grievance reads:

"Saturday, June 13, you sent home after four hours the following employees:

Stanley Opach, No. 3009
Paul Edwards, No. 3031
Donald Spurlin, No. 3030
Woodrow Smith, No. 3017

You claimed that there was no Hammer Driver and no other work was available that the four above employees could perform.

That the four above named be paid for the four hours they lost plus their incentive."


DISCUSSION AND DECISION

The principles set forth in Award No. 404 are here controlling. Because no qualified 4,000 pound Hammer Driver was present, there was no work available for the Grievants. Article VII, Section 6 is a specific provision that governs in this particular situation. The employees were paid in accordance with the provision and this Arbitrator has no authority to amend the provision to, in effect, require payment for eight hours pay rather than four hours pay. The General Foreman testified that he had been looking for work for these employees to perform on the Saturday in question. He assigned them to sweep up and cleaning duties. Clearly if the Assistant Foreman had assigned these employees to Yoke work in a conference on Friday evening, then certainly one of the employees

who attended this meeting would have explained this to the General Foreman on Saturday. The General Foreman testified that there was no Yoke work on the floor and if there were as much as two days of Yoke work to perform, he would be in a position to see it. No Yoke work was performed on Saturday, June 13, 1959. The Union does not claim that any discussion took place on this Saturday with reference to the possibility of performing Yoke work. As stated, however, in the companion Award to this case, the Company was under no obligation to arrange for the employees to do work for which they had not previously been scheduled.

AWARD

The grievance is denied.


Peter M. Kelliher

Dated at Chicago, Illinois
this 3 day of April 1961.