	Grievance No.	Appeal No.	Arbitration No.
INLAND STEEL COMPANY			
and	22-G-6	259	423
	22-G-10	263	
UNITED STEELWORKERS OF AMERICA	22-G-13	266	
Local Union 1010	22-G-14	267	

Opinion and Award

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations
R. J. Stanton, Assistant Superintendent, Labor Relations
F. P. Johnson, Assistant Superintendent, No. 3 Open Hearth
L. R. Mitchell, Divisional Supervisor, Labor Relations
H. S. Onoda, Labor Relations Representative, Labor Relations

Appearances:

For the Union:

Cecil Clifton, International Representative
Al Garza, Secretary, Grievance Committee
Joseph Gyurko, Grievance Committeeman
Bill Witt, Witness
E. Triplett, Witness
C. Oates, Witness

Relying on Article VI, Section 6, the Union's contention in these four grievances is that an employee who is scheduled for a particular job but is directed at or immediately before the start of the turn to work in an occupation paying a higher rate of pay must receive at least four hours of pay on the occupation on which he started to work. This is so, in the Union's view, even though the employee is returned at the end of one hour to the job for which he was scheduled and works the balance of the turn on that job.

This dispute arises because of a language conflict between Sections 3 and 6 of Article VI. The Company urges that Section 3 directly applies, while, as stated, the Union believes that Section 6 governs.

The pertinent language of these two sections is:

Section 3 (Paragraph 118)

> "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. ..."

Section 6 (Paragraph 123)

> "When an employee who has started to work is laid off before he works a minimum of four (4) hours, he shall be paid at least four (4) hours at his pay period average straight-time earnings on the occupation on which he started to work; it being understood, however, that in order to receive such four-hour minimum guarantee, he shall if requested perform any other work offered to him for which he is physically fit for the balance of said four (4) hours ..."

Literally applying the words of Section 6, the Uninn would be right but for the existence of Section 3. Here we have two contract provisions which on their face seem to cover the same situation. The Union maintains that Section 6 must prevail because Section 3 itself makes Section 3 "subject, however, to the provisions of Sections 5 and 6 of this Article VI."

The provisions referred to by the Union is attached, not to the sentence, quoted above, which relates to employees who are directed to work in a higher rated occupation than the one for which they were scheduled, but rather to the lengthy sentence following which covers the situation of an employee directed "either at the start or during a turn" to work in an occupation paying less than the rate of the occupation for which they were scheduled.

Section 6 is explicitly a minimum guarantee, assuring employees of at least four hours of pay if they find there is less than four hours of work for them. It must be coupled with Section 5, immediately preceding, in which a similar four hour minimum guarantee is provided for employees who come to work as scheduled and have no work available. The purpose of the call-in guarantee and of a minimum of four hours of pay at the job on which an employee starts to work when it develops there is less than four hours of work for him is perfectly clear. In either case, obviously, such provisions are to compensate employees fairly for coming in as directed and being told there is no work or no reasonably adequate amount of work for them. The measure of this adequacy is four hours of work. The grievants in this case all had seven hours of work at the rates of the jobs for which they were scheduled plus one hour at the higher rate of the occupation which they temporarily filled.

One could split hairs and argue that the employee who finds he is needed for less than four hours in the occupation is momentarily laid off before he is sent back to the job for which he was originally scheduled, but this would not affect this decision.

The first sentence of Section 3, which has been quoted, is so directly in point with the facts of this case as to compel one construing the several contract provisions, in light of their clear intent, to hold that the other provisions, and in particular Section 6, have reference to somewhat different situations.

AWARD

This grievance is denied.

Dated: September 27, 1961

/s/ David L. Cole

David L. Cole
Permanent Arbitrator