INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
Local Union 1010

Grievance No.	Appeal No.
20-G-67	515
20-G-68	516

Arbitration No. 497

Opinion and Award

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations
R. H. Ayres, Assistant Superintendent, Labor Relations
C. Sanders, General Foreman, Garage

For the Union:

Cecil Clifton, International Representative
A. Garza, Secretary, Grievance Committee
Don Bullard, Steward
James Balanoff, Griever

These grievances involve the interpretation of Article VI-5, (Paragraphs 122-124). The complaint is that the Company did not have work for the two grievants as scheduled on November 7 and 8, 1960, respectively, but failed to notify them of this at least two hours before their scheduled starting times, and the relief requested is that they be paid for four hours as stipulated in Paragraph 122.

One of the grievants, Andrews, was scheduled for the 4-12 turn on Monday, November 7. He had been off the Saturday and Sunday preceding. The second grievant, Jenkins, was scheduled for the 12-8 turn Tuesday, November 8. Some time during the 8-4 turn on Monday it was ascertained they would not be needed, although the precise hour when this became known was not made clear. Neither having left a telephone number with the Company for contact purposes, they received no notification of no work before they reported at the clock ready to go to work.

The Company's position is that they had been requested to leave such telephone numbers with the Company, but had not done so, and since Paragraph 123 provides that

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

their failure to supply such a telephone contact precluded them from payment for the four hours of reporting pay provided for in Paragraph 122.

The reporting pay, in so far as the facts of this case are concerned, is payable, under Paragraph 122, if there is no work available as scheduled when the employee arrives at the plant

> "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."

On January 10, 1961 Arbitration No. 334 was issued. It reviewed and construed these contract provisions. It was stated in that case:

"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 not have turned out to be completely successful."

Based upon this award, the Company initiated a policy of specifically asking employees for telephone numbers through which they could be reached, and apparently where none is provided the employees receive these notices only when they arrive at the plant. In at least one grievance thereafter, 8-C-77, where this was the course followed, the Union withdrew the grievance from consideration in the Third Step, on November 13, 1961, although no full explanation thereof was given at our hearing, other than the fact of withdrawal.

On the other hand, the Company has granted grievances under similar circumstances. There were special reasons for doing so in each case. In three such cases telephone calls were placed less than two hours before reporting time, and the employees had already left home. In another instance, the Company simply failed to telephone the employee at the number designated. In Grievance 16-C-122, however, the grievance was granted because the Company had sent the grievant a telegram, but to the wrong address. In the No. 1 and No. 2 Cold Strip the practice at the time was to give such notification by telegram. The Company in its post-hearing brief offers as an explanation the fact that this incident occurred before the award in Arbitration No. 334, "before the plant wide program (initiated pursuant to Cole's award) to request all employees to list a telephone number as the ' ... reliable means of prompt communication ...' ."

In view of the provisions of Article VI, Section 5, and the portion of Arbitration No. 334 quoted above, it is difficult to see how the Company's own interpretation that telegrams should be sent as the proper means of communication, ostensibly when telephone communication is not available, could be modified or eliminated.

In any event, the incidents giving rise to the two instant grievances occurred on November 7 and 8, 1960, which was also sometime prior to the award in Arbitration No. 334, which came out on January 10, 1961. In fact, the Company's position as stated in its Step 1 and Step 2 Answers was also announced before Arbitration No. 334.

It was also developed, as set forth in the Company's Step 2 Answer in both grievances, that the grievants live in Gary and that the Western Union

service was such that they could have been notified not to report as scheduled. This fact was stated in these answers but ignored in all respects, no mention being made of it in the Step 3 Answer.

It is also of significance to note the Union's admission at the hearing that if an employee has left no telephone contact with the Company, a reasonable and timely effort of the Company to notify him by telegram would relieve it of liability under Paragraph 122 even if the employee does not receive the wire on time to avoid the fruitless trip to the plant. Incidentally, it should also be observed that the Union's fear that an employee who leaves a telephone number with the Company is at some disadvantage as compared with others who do not is obviously fallacious. The man reached by telephone is spared a trip to the plant when there is no work for him. The man with no telephone contact may not in fact be reached, although the Company makes reasonable efforts to notify him, and he will make the trip and still not be entitled to reporting pay. Moreover, there can be no question in the former case that the employee has met his obligation under Paragraph 123, while the instant grievances and others show that disputes are likely to arise as to the rights of the employees who do not give the Company telephone contact numbers.

Under the facts of these two grievances, the Company did not make reasonable efforts to notify grievants not to report. The time within which to do so, and the means (adequate telegraphic services) were available. Moreover, all this occurred well before the award in Arbitration No. 334, and in any event there is nothing in that award which under the circumstances of these incidents would relieve the Company of its obligations as set forth in Paragraph 122.

AWARD

These grievances are granted.

Dated: August 31, 1962

David L. Cole
Permanent Arbitrator