INLAND STEEL COMPANY	Grievance No.	Appeal No.
and	5-G-50	686
	5-G-51	687
UNITED STEELWORKERS OF AMERICA Local Union 1010	Arbitration No. 528	
	Opinion and Award	

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations
R. H. Ayres, Assistant Superintendent, Labor Relations
L. Kraay, Superintendent, No. 2 Open Hearth
M. Howard, Foreman, No. 2 Open Hearth
H. Cummins, Supervisor, Industrial Engineering Department

For the Union:

Cecil Clifton, International Representative
John Shebish, Grievance Committeeman
S. A. Ballard, Assistant Grievance Committeeman
William E. Bennett, Secretary, Grievance Committee

Citing Contract Sections XIV-5, III-1, VI-3, and Incentive Plan 60-0317-No. 2, Sheet 3d-5, these two grievances, filed for the Spell-Ladle Cranemen and Spell-Hot Metal Cranemen in No. 2 Open Hearth, respectively, allege that they have been improperly paid, contrary to "a consistent and prevailing practice." The problem arises when a Craneman is scheduled to spell a Ladle Craneman and a Hot Metal Craneman on a given single turn, or one of these and as a Craneman in a lower-rated job on the same turn.

The Union contends that such a Craneman is entitled to the rate of pay of the higher of the occupations for the full turn. It claims that this has been the practice, that the cited Incentive Plan requires this, and that its claim is supported by Article VI, Section 3 which also refers to Sections 5 and 6.

The Union's information as to the Company's previous practice was in error, as developed at the hearing. Contrary to this information, the Company scheduled Cranemen to spell Ladle and Hot Metal Cranemen on the same turn and paid them at the incentive earnings rate for each job for the time they worked on each. In fact, on September 15, 1954, one of the Union's main witnesses himself joined in a grievance complaining that he had been required to spell Ladle and Hot Metal Cranemen on the same turn and had received the pay of each job for the time spent on each. The supervisor who is alleged to have agreed in 1954 that this was wrong signed the second step answer denying the grievance, and the Union withdrew the grievance. While this was done without prejudice, it does serve to demonstrate that the Union's factual statement was inaccurate.

In the preceding award (Arbitration No. 527), an accepted Incentive Plan was held, in part, to be entitled to contractual protection, in accordance with Article V, Section 4. It follows that an asserted practice inconsistent with

such an Incentive Plan is not protected by the provisions of Article XIV, Section 5 (the Local Conditions and Practices provision).

Sheet 3e of Incentive Plan 60-0317 lists separately Ladle Craneman - Spell and Hot Metal Craneman - Spell, with different base rates and incentive bases, and has the following notes:

> "B. The Ladle Craneman - Spell occupation shall be paid *incentive earnings per hour worked equivalent to the* incentive earnings per hour paid the Ladle Craneman occupation.
>
> "C. The Hot Metal Craneman - Spell occupation shall be paid incentive earnings per hour worked equivalent to the incentive earnings per hour paid the Hot Metal Craneman occupation."

Distinguishing the two occupations as it does, the only reasonable reading is that a Spell Craneman shall be paid the equivalent of the incentive earnings of the Craneman he spells for the hours worked spelling the given kind of Craneman. If he were to get the higher of the two rates where he is scheduled partly as spell to one and partly to the other, the Incentive Plan would have said so, and it would be bad construction to read such a requirement into this Incentive Plan.

The Union also relies on Articles VI and VII. As to the latter no evidence or argument was presented. As to Article VI, the Union cited only Section 3 in the grievance, but called attention at the hearing also to Sections 5 and 6 because Section 3 refers to these sections.

In the instances in which a grievant is scheduled to act as Spell - Hot Metal Craneman and in less than four hours is scheduled to work as Spell - Ladle Craneman, a higher paying occupation, he can have no real complaint because the Company pays him the higher rate for his hours as Ladle Craneman - Spell.

Where the reverse occurs, he is paid for the hours on each job at the rates of that job, and this is in accordance with the provisions of the governing Incentive Plan. Apparently, his own spell has been treated as though he were on the higher paying job.

As the argument progressed, the Union practically conceded that if an employee works at least four hours on the Ladle Craneman - Spell job for which he is first scheduled, since it is the higher paying job, and then four hours as Hot Metal Craneman - Spell, it could not object. It does object, however, if the first scheduled assignment is for less than four hours, or if the second assignment is not to spell the Hot Metal Craneman but rather to act as a Scrap Craneman (a still lower paid job).

Arbitration No. 423 discusses the purpose and intent of the minimum guarantees set forth in Sections 3, 5 and 6 of Article VI. These sections protect the employee against faulty scheduling (which is specifically mentioned in Section 5), and give him essentially a minimum of four hours of pay at the rate of the job for which scheduled if there is no work for him or less than four hours of work, provided other contractual conditions are met.

Here the grievants work as scheduled, and are given eight hours of work and pay at rates varying with the type of work they do for the hours spent on

each type. The Company's right to assign employees to different jobs has been sustained, repeatedly, and there is no purpose in restating the reasons for this.

If, then, an employee is scheduled or notified to report for a full turn of work which includes less than four hours on a higher paying job, is he entitled, within the full context of the relevant sections of Article VI, to the higher rate of pay for a minimum of four hours, considering the fact that he is given eight hours of work as scheduled?

If his total work time is four hours or less that turn, Section 6 would require such a minimum guarantee, that is, at the higher rate. But where he works as scheduled for eight hours, I do not believe it was intended by Section 6 that he be given this four hour minimum guarantee, because we then have a situation not contemplated by Section 6. Section 6 relates simply to the situation, as stated, in which "an employee who has started to work is laid off before he works a minimum of four (4) hours."

These grievants were not laid off before they worked a minimum of four hours.

Moreover, Section 3 relates to two kinds of situations: (1) where the employee is directed to work in an occupation with higher rates than those of the occupation for which he was scheduled, in which case he gets the higher rate for the hours in the higher-rated occupation (here not involved); (2) where he works in an occupation paying less than that for which he was scheduled, in which case he gets the higher rate unless he would otherwise have been demoted or laid off. It is to be noted that Section 3 is predicated on an employee working in some job other than the one for which he was scheduled or notified to report. In the instant grievances, the Cranemen are <u>scheduled</u> in the manner to which the union takes exception, but they are <u>scheduled</u> nevertheless.

A W A R D

These grievances are denied.

Dated: February 6, 1963

/s/_____
David L. Cole
Permanent Arbitrator