INLAND STEEL COMPANY )
)
and )
)
UNITED STEELWORKERS OF AMERICA )
Local Union 1010 )

Grievance No. 9-HA-5
Appeal No. 1167
Award No. 578

Opinion and Award

Appearances

For the Company:

R. H. Ayres, Assistant Superintendent, Labor Relations
T. C. Granack, Labor Relations Representative
R. J. Stanton, Assistant Superintendent, Labor Relations
J. Federoff, Senior Labor Relations Representative
R. La Barge, Administrative Foreman, 10" and 14" Mill
H. Rooney, Mill Foreman, 10" Mill
G. Poulsen, Mill Foreman, 10" Mill

For the Union:

Peter Calacci, International Representative
William E. Bennett, Chairman, Grievance Committee
Hatton Blanton, Grievance Committeeman
Joseph Gyurko, Acting Secretary, Grievance Committee

The grievant, H. Sanders, who worked in the Shearing Sequence of the 100" Mill Department as Piler on November 11, 1963, complains that he should have been given four hours' pay at the Shearman rate and four hours at the lesser rate of the Piler occupation. This is because he had been scheduled or notified to work as Shearman that day.

A Shearman, A. Barrientez, had been absent for some time because of sickness. He returned without notice on November 10, 1963, and since there was some uncertainty about his physical fitness to take over his regular work he was assigned to the occupation of Operator Helper Hot Bed. During the day it was ascertained that Barrientez was not under any medical restriction, so he was told to assume his job of Shearman the following day. Grievant had been working for some time as Shearman and had been told by his foreman that he was to continue to act in this capacity.

Having been notified that he would work as Shearman, when he was directed upon arrival on November 11 to work at the lower paying job of Piler, he instituted this grievance. His modified request as presented at the arbitration hearing was based on Article VI, Sections 3 and 5 of the agreement of April 6, 1962.

The pertinent part of Section 3 is its lengthy second sentence. Section 3 states:

"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. Where an employee scheduled or notified to report for

NOTE: NOW SECTION 2g. ART 10, F AUGUST 1, 1971 AGREEMENT

an occupation is directed by the Company either at the start or during a turn to take for all or a part of that turn a job in an occupation paying less than the rate or rates of the occupation upon which he was scheduled or notified to report, he shall receive the rate or rates of the occupation on which he was scheduled or notified to report while performing such lower rated work, except where such employee would have otherwise been demoted or laid off from the job for which he was scheduled or notified to report, in which cases the employee shall receive the rate or rates of the occupation assigned, subject, however, to the provisions of Sections 5 and 6 of this Article VI."

It should be noted that the reference to Sections 5 and 6 is in the second sentence, and must therefore be construed to apply only to the situation in which an employee is directed to work for all or part of the turn in a lower-paying occupation than that for which he was scheduled or notified to report. The purpose of this reference becomes evident when we realize that essentially Section 5 relates to the case in which the reporting employee would find no work available for him, and Section 6 to the case in which he would be laid off before he has worked four hours. In either case the employee would have a minimum guarantee of four hours of pay, subject to stipulated qualifications.

The Company cites Arbitration Nos. 423 and 528 in support of its denial of this grievance. In 423 the Union's position was rejected when it tried to have the minimum four-hour guarantee of Section 6 applied to a situation in which the grievants worked seven hours as scheduled but one hour at the beginning of the turn in a higher paying occupation. The request was for a minimum of four hours of pay at the higher rate. The award simply applied the provisions of Section 3 which were held to govern such a case, and the grievance was denied. In 528 the grievants claimed for the entire turn the pay rate of the superior of two or more occupations for which they were scheduled or notified to report. This request was denied on the ground that the minimum protections of Sections 5 and 6 do not apply to such a situation.

In the instant case the trouble was caused by the failure of Management to notify grievant on November 10 that on the following day he would not be on the Shearman job since the senior employee had returned to work and would take over in accordance with his contractual rights. Grievant was present and on the job when it was determined the senior employee was qualified to resume work as Shearman. The failure to notify grievant was tantamount to what is called faulty scheduling in Section 5 of Article VI. Throughout these sections of the agreement "scheduled" and "notified to report" are coupled and treated practically as synonymous. The avoidance of faulty scheduling is, as testified, regarded as important by both parties.

Section 5 provides the minimum guarantee applicable where the employee would have no work available. This grievant had eight hours of work available to him on November 11, but not in the occupation to which he was notified to report. Instead, he was directed to work in a lower paying occupation. Section 3 seems to apply directly to the facts. He is entitled to the rate of the occupation on which he had been notified he was to work but, because this is subject to Section 5, only through the first four hours, under the facts of this case. The Company, of course, is entitled in practical terms to an offset against this minimum guarantee of the lower earnings during the first four hours which grievant had in the occupation of Piler on which he actually worked.

AWARD

The request of this grievance as stated at the arbitration hearing and described above is granted.

Dated: June 9, 1965

/s/ David L. Cole

David L. Cole
Permanent Arbitrator