

In the Matter of Arbitration Between:

THE INLAND STEEL COMPANY

ARBITRATION AWARD NO. 400

- and the -

Grievance No. 5-F-84

UNITED STEELWORKERS OF AMERICA,
AFL-CIO, Local No. 1010

Appeal No. 214

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

W. A. Dillon, Asst. Superintendent, Labor Relations
R. J. Stanton, Asst. Superintendent, Labor Relations
H. S. Onoda, Labor Relations Representative
L. R. Mitchell, Division Supervisor, Labor Relations
Earl Weitze, General Foreman, Foreman, Mechanical, No. 2
Open Hearth
Marie Ploski, Time Clerk No. 2 Open Hearth

For the Union:

Cecil Clifton, International Representative
Al Garza, Secretary, Grievance Committee
L. Hernandez, Grievance Committee
R. Payton, Aggrieved

STATEMENT

A hearing was held in Gary, Indiana, on March 13, 1961.

THE ISSUE

7 The grievance reads:

"Aggrieved, R. Payton, No. 21767, alleges he was scheduled for the 12 to 8 turn, November 17, 1959, and after reporting was notified he was not scheduled by his foreman and sent home.

Aggrieved requests four (4) hours reporting pay in accordance with Article VI, Section 5."

DISCUSSION AND DECISION

Prior to the strike, the Grievant had been scheduled to work as a Handyman Second Class on the 8-4 turn. He had completed his six turns on July 12, 1959, under the 6-2 schedule pattern followed in this Division. His first day of work after the strike was November 9. He had been scheduled off on Saturday, November 14, but he was called into the office and told by the Time Clerk that he should also take off Friday. This would mean that he had two scheduled days off in a row. He was scheduled to report on Sunday, November 15 on the 12-8 shift, as a Utility Handyman First Class. There is a direct conflict in the testimony as to what the Grievant was told on Thursday, November 12, when he was called into the office. The Time Clerk states that she read off his schedule for the week as shown on Company Exhibit A, from the Master Schedule.

The Grievant, in effect denies that the full schedule for the week beginning November 15 was read to him. It is his

claim that because he had two days off on November 13 and 14, and due to the fact that he had previously worked the 6-2 schedule before the strike, that he assumed under the circumstances that he would be working the same 6-2 schedule and that, therefore, he was required to report for work on Tuesday, November 17. It is the Union's position, therefore, that in the absence of proof that he was given any other understanding that he was scheduled to report for work on this date, that the Company is responsible for faulty scheduling.

Under Article VI, Section ID(2), it is provided that the schedules shall be posted or otherwise made known to the employees in accordance with the prevailing practices. The evidence in this record is that in this particular department, schedules were posted for the week of November 22. The evidence is not sufficient to show that there was a prevailing practice to verbally read off the schedule to the employees in this Department. Admittedly, there was considerable confusion in the week beginning November 8 due to the ending of the strike and the need to expeditiously schedule the working force.

The Company's Brief, however, states at page 7 as follows:

"As previously noted the Mechanical Division schedule for November 15, 1959 workweek was developed prior to Thursday and was completed at the time the employees came into the office to get their schedules."

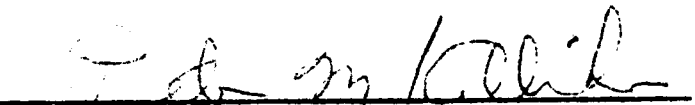
The testimony also is that the schedules are posted in the general form shown on the Master Schedule (Company Exhibit A). The Arbitrator does not believe that a sufficient showing has been made as to why this schedule could not have been posted on Thursday, November 12. If the Company had posted this schedule, then the employee clearly would have no claim. The posting requirement is to prevent the situation that developed here of two employees offering different recollections of their verbal conversation.

While this Arbitrator is wary of false claims of employees in circumstances of this type, it is difficult to find that an employee would be coming out to work at midnight unless he reasonably and honestly believed that he was scheduled to work.

Because the Company did not follow the procedure normally employed in this Department and without a sufficient showing of their inability to post, the Arbitrator is constrained to allow the claim. This is particularly true in this case because this employee was originally scheduled to be off only on Saturday of the prior week and then had his schedule changed to be off also on Friday. This led to the reasonable assumption on his part that since he had two days off in the prior week, that he was back on the 6-2 schedule as it existed prior to the strike.

AWARD

The grievance is sustained.


Peter M. Kelliher

Dated at Chicago, Illinois

this 5th day of May 1961.