

In the Matter of Arbitration

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Between )  
Inland Steel Company ) Grievance No. 4-K-9  
and ) Appeal No. 1190  
United Steelworkers of America ) Award No. 596  
Local Union 1010 )  
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Appearances:

For the Company

T. J. Peters, Senior Labor Relations Representative  
T. D. Moore, Superintendent, No. 4 B. O. F.  
J. L. Federoff, Assistant Superintendent, Labor Relations  
F. Baird, Foreman, No. 4 B. O. F.  
G. H. Applegate, Jr., Senior Representative, Labor Relations  
T. L. Kinach, Representative, Labor Relations  
W. C. Wingenroth, Representative, Labor Relations

For the Union

Theodore J. Rogus, Staff Representative  
Joseph Carillo, Griever  
Teodoro Balboa, Grievant  
Alexander W. Bailey, Chairman, Grievance Committee  
Gavino Galvan, Secretary, Grievance Committee  
Jesus Jaurez  
Al O. Perez, 80" Hot Strip Griever

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Grievant, Teodoro Balboa, scheduled to work as Conductor on the 2:45 p.m. No. 4 BOF delivery engine on September 21, 1969, reported for work 20 minutes late. He had misread his schedule and thought he was to be on the 3:15 p.m. engine. The Foreman had filled his position by reassignment and upgrading and offered Grievant work in the labor pool. Grievant rejected this and, there being no other work for him, he left the plant.

The grievant takes exception to the Company's action, citing Article 10, Section 3 of the August 1, 1968 Agreement, and requests that he be paid all money lost on that day.

Article 10, Section 3, has three paragraphs, 10.11, 10.12, and 10.13. The Union's reliance is on paragraph 10.13, which provides:

"An employee reporting less than thirty  
(30) minutes late shall be assigned to

work in his regular occupation. Where an employee reports more than thirty (30) minutes late, the Foreman may (a) assign him to work in his regular occupation, or (b) assign him to a job in any other occupation in which the Foreman deems work available, in which case he shall receive the rate for the occupation assigned or, if (a) and (b) are not applicable, (c) send him home. If he is offered work and he refuses or if he is sent home, he shall not be entitled to any reporting pay under the provisions of Section 4 of the Article."

The Union's position is that this situation is explicitly covered by the first sentence of paragraph 10.13. Grievant reported less than 30 minutes late, and the Union urges that the Company was therefore obliged to assign him to work in his regular occupation. The remainder of paragraph 10.13 relates to the situation in which an employee reports more than thirty minutes late.

The Company's position is that paragraph 10.11 is a condition precedent to paragraph 10.13. This paragraph stipulates:

"An employee absenting himself from work or reporting late shall notify his Foreman that he will be absent or late and the reason therefor as far in advance of his starting time as is reasonably possible."

It should be noted that immediately following this is paragraph 10.12 which deals solely with the course that may be followed by the Foreman when an employee who has been absent reports for work as scheduled without notifying his Foreman of his intention to do so at least three hours before the end of the previous turn for which he was scheduled. It is interesting to observe that paragraph 10.12 makes no reference to an employee who reports late without advising his Foreman of this in advance. The options given the Foreman in paragraph 10.12 with reference to an employee who has been absent are the same as those given the Foreman in paragraph 10.13 with reference to an employee who reports more than 30 minutes late.

The Company stresses the importance of the engines used in the BOF-Stripper-Rolling Mills areas. There are five such engines and timing is critical in the movement of ingots and steel. The Company insists it cannot wait thirty minutes to find out whether one of the engine Conductors will appear or not, but must proceed promptly as planned.

The answer to this is that the Agreement declares that an employee who reports less than thirty minutes late shall be assigned to his regular occupation. This has been in the Agreement for many years, and there have been several contract negotiations at which this might have been eliminated or modified. There is no cross-reference in paragraph 10.11 to paragraph 10.13 nor in paragraph 10.13 to paragraph 10.11. It is not stated that the first sentence of paragraph 10.13 is applicable only if or upon condition

that the employee has complied with the requirement that he give advance notice that he will be late, if reasonably possible, as stated in paragraph 10.11.

Here obviously, since Grievant thought mistakenly that he was to be on the 3:15 p.m. engine, he could not reasonably have been expected to stop along the road on his way to the plant to try to notify the Foreman by telephone that he was going to be 20 minutes late. If he had, in the very process of doing so, he would undoubtedly have become more than 30 minutes late, thus compounding the Foreman's problem and depriving himself of the protection of paragraph 10.13.

The problem of timing is unquestionably of real importance to the Company. This is true in other departments as well. One way of meeting this has been by the buddy system, which is in use among engine crews as well as elsewhere. An employee on the preceding shift remains over until his buddy arrives and is ready to relieve him. The man held over is paid at the appropriate contract rate, and the employee in question is paid at his regular rate from the time he takes over.

This dispute as to whether paragraph 10.13 is subject to paragraph 10.11 is of long standing. The practice has clearly been mixed throughout the Inland works. Not infrequently the decision made either by the Company or the Union in a given case is dependent not on whether the tardy employee gave prior notice but on his attendance record as a whole. If he has a poor record the Union has declined to process grievances of the kind at issue, or has withdrawn such grievances. The Company, on the other hand, has granted such grievances or has permitted tardy employees to work in their regular occupations if their attendance record has been good.

We are not here ruling on a discipline case. The Company cited an award by Arbitrator Kelliher at Youngstown in which he sustained a disciplinary penalty imposed on an employee who had repeatedly been warned because of tardiness when that employee was late again, claiming to have misread his schedule. That award is not in point. We are concerned only with the construction and application of two specific paragraphs of Article 10, the Hours of Work provisions of the Agreement.

At the same time, it is of significance that the ruling in the instant dispute is not intended to, and does not, impair the Company's right to impose disciplinary penalties for cause.

AWARD

This grievance is granted.

Dated: June 14, 1971

/s/ David L. Cole

David L. Cole, Permanent Arbitrator

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As stipulated by the parties, the chronology of the grievance is as follows:

1. Date of filing

October 17, 1969

2. Dates of appeals and meetings

Step 2 hearing	November 14, 1969
Step 3 hearing	January 13, 1971
Step 4 hearing and disposition	March 9, 1971

3. Date of appeal to arbitration

March 31, 1971

4. Date of arbitration hearing

May 26, 1971

5. Date of Award

June 14, 1971