Award No. 715
In the Matter of the Arbitration Between
INLAND STEEL COMPANY
AND
UNITED STEELWORKERS OF AMERICA
AND ITS LOCAL UNION 1010
Grievance No. 28-P-28
Appeal No. 1317
Arbitrator: Seymour Strongin
May 19, 1982

INTRODUCTION

An arbitration hearing between the parties was held in Harvey, Illinois, on March 22, 1982.

APPEARANCES

For the Company:
MR. R. T. LARSON, Arbitration Coordinator, Labor Relations,
MR. T. L. KINACH, Assistant Superintendent, Labor Relations,
MR. R. B. CASTLE, Coordinator, Labor Relations,
MR. R. V. CAYIA, Senior Representative, Labor Relations,
For the Union:
MR. TOM BARRETT, Staff Representative,
MR. JOSEPH GYURKO, Chairman, Grievance Committee,
MR. DON LUTES, Secretary,
MR. RUDY SCHNEIDER, Griever,
MR. JIM ROBINSON, Griever,

BACKGROUND

This case arises out of a change in work schedules and presents a question as to whether a day on which an employee receives reporting allowance because of the schedule change is also to be considered a day worked for purposes of determining overtime due on the sixth or seventh workday in a payroll week. The basic facts are not in dispute.

On Thursday, February 2, 1981, the Company posted a work schedule for the forthcoming week. Briefly stated the schedule called for both grievants Charron and Hinojosa to work on Monday, Thursday, Friday, and Saturday. It also called for Charron to work Tuesday and be off Wednesday, and for Hinojosa to be off Tuesday and to work Wednesday. For both employees, therefore, Saturday was the scheduled fifth day. On Friday, February 3, the Company discovered that the schedule contained clerical errors. A revised schedule was announced, which changed the shifts assigned to each of the two, and also switched their days off, so that Charron actually was off Tuesday and worked Wednesday, whereas Hinojosa worked Tuesday and was off Wednesday.

The Company has agreed to pay reporting pay to Charron for Tuesday (when he was originally scheduled but did not work) and to Hinojosa for Wednesday (same situation) pursuant to Article 10, Section 1-d-(3), which provides in pertinent part:

Should changes be made in schedules contrary to this Paragraph (3) so that an employee is laid off and does not work on a day that he was scheduled to work, he shall be deemed to have reported for work on such day and shall be eligible for reporting allowance in accordance with provisions of Section 4 of Article 10, . . .

The Union contends, however, and the Company denies, that the employees are also entitled to premium pay for Saturday as the sixth workday in the payroll week, under Article 11, Section 3-a-(3) which provides overtime pay for -

Hours worked on the sixth or seventh workday in a payroll week during which work was performed on five (5) other workdays; it being understood that for the purpose of determining whether work was performed on five (5) other workdays, any day on which an employee reports as scheduled and is prevented through no fault of his own from working his regularly scheduled eight (8) hour turn shall be counted as a day on which work was performed.

DISCUSSION

The Arbitrator is in agreement with the Company's construction of the Agreement. Article 11, Section 3-a-(3), on which the Union relies applies only if the employee has in fact reported as scheduled on a day on which he was prevented from working through no fault of his own. It does not apply to days on which he was merely "deemed to have reported" under Article 10, Section 1-d-(3). This reading is supported not only

by the literal language of the two provisions but also by other provisions of the Agreement. Article 10, Section 1, expressly provides that "This Section shall not be considered as any basis for the calculation of payment of overtime, which is covered solely by Article 11 - Overtime and Holidays." This language would seem to preclude applying Article 10, Section 1-d-(3), to the computation of Article 11 overtime. Moreover, Article 10, Section 1-d-4 provides:

Should changes be made in schedules contrary to the provisions of paragraph (3) above so that an employee is laid off on any day within the five (5) scheduled days and is required to work on what would otherwise have been the sixth or seventh workday in the schedule on which he was scheduled to commence work, the employee shall be paid for such sixth or seventh day worked at overtime rates in accordance with Article 11 -- Overtime and Holidays.

This provision is inapplicable here, and the Union makes no claim under it. The provision indicates, however, the limited extent to which schedule changes under Article 10 can affect overtime payments under Article 11.

For the reasons indicated the Company was correct in not paying grievants premium pay for the Saturday in question.

AWARD

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The grievance is denied.

/s/ Seymour Strongin

Seymour Strongin

Arbitrator

Dated: May 19, 1982