9-15-1967

Re United Steelworkers of America, Local 4444, and Stanley Steel Co Ltd (Hamilton Plant)

Innis Christie

W Stetson

E J. Orsini

RE UNITED STEELWORKERS OF AMERICA, LOCAL 4444, AND STANLEY STEEL CO. LTD. (HAMILTON PLANT)

I. Christie, W. Stetson, E.J. Orsini. *September 15, 1967.*

GRIEVANCE 1

The company assigned non-bargaining unit employees to the tasks involved with inventory taking. The collective agreement provided that

> "Supervisors will not do work ordinarily performed by bargaining unit employees, except –
>
> (a) Instruction and training of employees.

(b) Emergency work necessary to maintain an uninterrupted flow of production.''

Held, by a majority of the board of arbitration, W. Stetson dissenting, the grievance was dismissed. Inventory taking is not ''work ordinarily performed by bargaining unit employees''. While some of the regular operations of the grieving bargaining unit employees may have been performed incidentally to the inventory taking, this does not mean that supervisors on performing this type of task have infringed upon the grievors' jobs. Inventory taking requires judgment and special knowledge.

GRIEVANCE 2

There was a normal shift adjustment which involved moving the grievor from one shift to another. In the result the grievor worked two 8-hour shifts within a 24-hour period. The grievor sought to be paid the overtime premium for the second 8-hour shift. *Held*, by a majority of the board of arbitration, W. Stetson dissenting, the grievance was denied. The collective agreement provided for payment of an overtime premium for all work performed in excess of ''the standard working day''. The collective agreement also provided for a standard workweek of 40 hours over a full week. Past practice of the company was to treat the ''day'' as commencing at 7 a.m. The collective agreement did not spell when the ''day'' commenced. The grievor argued that the proper interpretation of the ''standard working day'' is 8 hours in any 24-hour period. As the collective agreement is ambiguous on this point the company's past practice of treating the working day as commencing at 7 a.m. is relevant. Defining the ''day'' as commencing at 7 a.m. means that the grievor worked only 8 hours in any ''day'' so defined and therefore is not entitled to the overtime premium.

GRIEVANCE 3

The collective agreement provided that ''Overtime is to be equally divided among all employees in the department or occupation concerned as far as is practical.'' On two occasions upon which his department operated on overtime the grievor was not offered the opportunity of working any overtime. *Held*, the company did not consider the grievor to be competent to run the entire operation in question, as presently he performed only one function in the department in question. Those members of the department who were offered overtime were capable of performing any function in the department and the nature of the overtime work was such that the employee working would have to be capable of performing all functions in the department. Even though part of the work performed in the overtime periods was work normally performed by the grievor it was not ''practical'' for

the company to offer the overtime to the grievor and the grievance was dismissed, W. Stetson dissenting.

W.F. Lisson and *T. McCrary* for the union.
E.W. Johns and *L. Williams* for the company.

[Full award 12 pages]