

Arbitration Award No. 797
IN THE MATTER OF ARBITRATION
Between
INLAND STEEL COMPANY
Indiana Harbor Works
and
UNITED STEELWORKERS OF AMERICA
Local Union No. 1010
Grievance Nos. 21-S-24, -25, -26, & -27
Arbitrator: Clare B. McDermott
Opinion and Award
February 20, 1989

Subject: Vacation Scheduling
Statement of the Grievances:

21-S-24 - "The aggrieved employees of the Analytical Control Sequence contend the Company is violating the mutual agreement on vacations by scheduling non-Analytical Control sequential employees for vacations in their sequence.

"Relief Sought - Company cease and desist scheduling non-Analytical control sequential employees in the sequence and abide by mutual agreement on vacations.

"Violation is Claimed of Article 2, Section 2, Article 3, Section 1, and Article 12, Sections 1 & 6."

21-S-25 - "The aggrieved employees of the Lab Learner Sequence contends that they should be picking their vacation in their own sequence like all the other sequences in the Chemical Department.

"Relief Sought - Company lets Lab Learners pick their vacations in their own sequence.

"Violation is Claimed of Article 3, Section 1, and Article 12, Sections 1 & 6."

21-S-26 - "The aggrieved employees of the Sampling sequence at Quality Control Center contend that the Company is violating the CBA by scheduling non-Sampling sequential employees for vacation in their sequential unit.

"Relief Sought - Company cease and desist scheduling non-Sampling sequential employees in their sequence and let the lab learner sequential employees pick their vacations in their own sequential unit.

"Violation is Claimed of Article 12, Sections 1, 6."

21-S-27 - "The aggrieved employees of the Coal, Coke & Iron sequence contends the Company is in violation of the CBA by scheduling non-Coal, Coke & Iron sequential employees for vacation in their sequential unit.

"Relief Sought - Company cease and desist scheduling non-Coal, Coke & Iron sequential employees in their sequence and let the laboratory learner sequential employees pick their vacation in their own sequential unit.

"Violation is Claimed of Article 12, Section 1, 6."

Agreement Provisions Involved: Article 12, Section 6 (paragraph 12.18) of the August 1, 1986 Agreement.

Statement of the Award: The grievances are denied.

Chronology

Grievance Filed:	21-S-24,-25	10-14-88
	21-S-26,-27	10-24-88
Step 3 Hearing:		N/A
Step 3 Minutes:		N/A
Step 4 Appeal:	21-S-24,-25	10-19-88
	21-S-266,-27	10-26-88
Step 4 Hearing(s):		11-11-88
		1-11-89
Step 4 Minutes:		1-16-89
Appeal to Arbitration:		1-16-89
Arbitration Hearing:		1-19-89

Appearances

Company

Robert V. Cayia, Supervisor, Operations, Union Relations

Donald G. Earl, Section Manager, Coal Coke & Iron Section, Chemical Dept.

Ann C. Kolasa, Representative, Union Relations

Tim Kinach, Section Manager, Union Relations
Union

J. Robinson, Arb. Coordinator

M. Mezo, President

D. Lutes, Sec. Gr. Committee

A. Mosely, Griever

J. Wiseman, Asst. Griever

R. Duplaga

R. Rae

R. Maldonado

F. Ayala

D. Hauer

B. Rhynearson

BACKGROUND

These four grievances from the Chemical Department of Indiana Harbor Works raise questions of administration of the vacation-scheduling provisions of Article 12 of the August 1, 1986 Agreement. There are seven separate job sequences in the Chemical Department. They are the Coal, Coke and Iron Sequence, Analytical Control, Sampling, Environmental Services, Janitor, Labor Painting, and Laboratory Learner. The grievances are from the first three sequences, above, and the last.

The Laboratory Learner Sequence now has twelve employees. Its Job Class 4 Laboratory Learner job serves as a labor pool for filling temporary vacancies (illness and vacations) in higher rated jobs in the other sequences. In the past, from about 1981, Laboratory Learners' vacation preferences were allotted to them by grouping them for vacation-scheduling purposes with various sequences where they were expected, based upon past service, to work most (80 percent) of their time in the vacation year. In 1983, the Analytical Control Sequence was restructured by the local parties' agreement.

Following that agreement the Laboratory Learner employees were grouped for vacation-scheduling purposes with the Coal, Coke and Iron Sequence and with the Janitor Sequence, within which they filled many temporary vacancies. In late 1988, in scheduling 1989 vacations, of the twelve Laboratory Learner employees, eight were grouped in with Coal, Coke and Iron, three with the Sampling Sequence, and one with the Analytical Control Sequence.

These four grievances followed, with Grievance 21-S-24 by Analytical Control employees claiming violation of Article 2, Section 2, Article 3, and Article 12, Sections 1 and 6 in Management's grouping employees from outside their sequence with them when allotting vacation preferences.

Grievance 21-S-25, by Laboratory Learner employees, objects to their being allotted vacation preferences by grouping them with employees from other sequences, insisting they should be treated as a separate and independent group for vacation-scheduling purposes.

Grievance 21-S-26, by Sampling Sequence employees, urges violation of the Agreement by Management's including employees from the Laboratory Learner Sequence in their vacation-scheduling group, arguing that Laboratory Learners should pick vacation preferences in their own sequential unit.

Finally, Grievance 21-S-27, by employees in the Coal, Coke and Iron Sequence, contends the Company is violating the Agreement by treating employees (Laboratory Learners) from outside their sequence as within it for vacation-scheduling purposes.

Two major questions are raised here. The first is, what is the proper vacation-scheduling group under the Agreement. The second is whether or not the 1983 special agreement by the local parties created vacation-preference rights for Analytical Control employees which are being violated by the Company's grouping for 1989 vacations.

As to the Analytical Control grievance, the Union says that before the 1983 local agreement, employees from other sequences were grouped in that sequence for vacation-scheduling purposes and that, after that agreement, employees from other sequences were not grouped with them for purposes of vacation scheduling.

The Company notes that the 1983 local agreement does not contain any language dealing directly with this vacation-scheduling issue. It agrees that before the 1983 agreement Laboratory Learners were grouped with Analytical Control employees for vacations and after it they were not. It explains that by saying that the agreement, itself, changed the sequence, resulting in what it calls a craft sequence, based on hours trained and not solely on plant service. Thus, trainees in Analytical Control allegedly were made up of employees already sequenced in other areas and choosing vacations in those areas. The Company says that recently

that situation changed, so that the Laboratory Learner Sequence has a greater number of employees not sequenced in any other area and who have sufficient seniority to become applicants to the Analytical Control Sequence. It concludes, therefore, that they must be grouped with the Analytical Control employees for 1989 vacation preferences, since they likely will be assigned there for most of their working time in 1989.

The Company insists that the Agreement (paragraphs 12.18 and 12.45) gives it authority to schedule vacations, with only minimum interference with plant operations and to insure orderly operation of the plant. It says that standard gives it greater latitude in making these decisions than does the boiler-plate language in other agreements in the industry. It cites Inland Award 704. The Laboratory Learner grievance says that employees in other Chemical Department sequences select vacation preferences in their own sequence.

The Company replies that Laboratory Learners serve as a labor pool to provide trained employees to fill temporary vacancies in other sequences. It says it is a nominal sequence only and that it does not function as an independent unit and, therefore, it would not be logical, but would be disruptive of orderly plant operations, if Laboratory Learners were to select vacations in their own sequence and independent of the sequences in which they will perform most of their work in the vacation year. Management notes they never have done so.

The Company urges that in deciding what is the contractually appropriate vacation-scheduling "unit," there is nothing in the Agreement limiting it to a sequential unit, formed for seniority purposes, but that the "unit" should be that group that will have the least negative impact on orderly operations. In certain situations that could be a sequence, but the Company says there is no command that it always be so.

There seems to be agreement that the one Laboratory Learner employee who was grouped for 1989 vacation-scheduling purposes within the Analytical Control sequence is expected to work a majority of his 1989 time filling temporary vacancies in that sequence. That is true also of the three Laboratory Learners who were included within the Sampling Sequence for 1989 vacation preferences. They are expected to work the majority of their 1989 time filling temporary vacancies in the Sampling Sequence. And, finally, on this point, the balance of the Laboratory Learner employees who were grouped within Coal, Coke and Iron for 1989 vacation-preference determinations, as they have been since 1983, are expected to work the majority of their 1989 time filling temporary vacancies within that sequence.

The Union's basic position is that under paragraphs 12.18 and 12.20.2 the appropriate groups for vacation-scheduling purposes must be the seniority sequences already established for seniority purposes.

As to the grievance by Analytical Control Sequence employees (Grievance 21-S-24), the Union puts heavy stress on the fact that Appendix C of the 1983 special agreement on that sequence specifically provided that an additional employee could be on vacation per week over the four traditionally allowed. It argues that, by adding to this group employees from another sequence the Company has deprived the Analytical Control Sequence employees of the benefit of the additional vacation provided by the 1983 Agreement, which it says was meant to aid Analytical Control employees and not others.

The Company says this dispute is not how these 1989 vacation allotments were arrived at, but where the selections may be made.

The Company says treating Laboratory Learner Sequence employees as within other sequences for this purpose is not new. They have been traditionally grouped with other sequence employees, where they are expected to work most of their time in the vacation year. This system has been applied also in other departments within the plant. The Company argues that the Union thus should be estopped from trying to change that arrangement, citing Inland Award No. 363 (1960).

The Company says, in any event, Appendix C of the Analytical Control special agreement provides only that one additional employee may be on vacation, beyond the four ordinarily scheduled for vacation before 1983. That allowed for five each week, and Management says five have been on vacation, as required. It says including one additional Laboratory Learner employee within the Analytical Control Sequence for 1989 vacation-scheduling purposes, which Laboratory Learner is expected to work the majority of his time within that sequence in 1989, cannot significantly dilute vacation preferences reasonably open to regular Analytical Control employees. The Company notes that the 1983 Analytical Control agreement does not speak at all to this problem and surely does not prohibit what it did here.

The Union says that in the past each seniority unit was created in general as a separate unit for purposes of vacation scheduling, but that a "few extra" employees from the Laboratory Learner Sequence were allocated to one of those sequences where they probably would work in the vacation year, since they allegedly had no real seniority unit of their own. The argument is that there now are more employees in the

Laboratory Learner sequence, so that their inclusion within other sequences for this purpose represents a greater intrusion into vacation-scheduling preferences of employees in the other sequences.

The Union says those arguments apply to the Analytical Control Sequence, along with the other sequences, but that the 1983 special agreement presents additional evidence that scheduling vacations in that unit must be limited to employees in that sequence since, following that 1983 agreement, vacations have been scheduled by limiting consideration to employees in the Analytical Control Sequence.

The Company notes that the Agreement does not define the proper unit for this purpose. Paragraph 12.20.2 refers to the "vacation scheduling unit," but does not identify what it must be. Management says the proper vacation-scheduling unit is the one that has the group of employees on jobs that are rationally related to the work and objectives of the operation. It says that means that Laboratory Learners must have their vacation scheduled with those jobs with which they work most of their vacation year. That has been done since 1981, without objection. Management notes that nowhere does the Agreement say that a vacation-scheduling unit must be the seniority unit. The Company notes that Laboratory Learners never have had their vacation scheduled as a separate unit and without regard to where they will work most of the time in their vacation year. The Company stresses that the Primary Function of the Laboratory Learner job is to "Learn fundamental duties of laboratory occupations in the Chemical Department," as supporting its argument that the job is a labor pool and training step for jobs in other sequences.

To adopt the Union position here the Company says would require an increase in the number of Laboratory Learners and thus would raise training costs.

The Company does not argue that doing things this way for 1989 vacations was essential to avoid a serious problem, but it says that was done simply to use a better, more efficient system.

FINDINGS

The Agreement requires that vacation-scheduling systems be rationally related to the standards of paragraph 12.18. It is clear enough that Management's including the Laboratory Learner employees for that purpose with the employees in the other sequences where they will work most of their vacation year is so related. Laboratory Learners do nothing as independent employees. They serve exclusively as temporary fill-ins for absences on more special-purpose jobs in other sequences. They thus operate as a labor pool for filling those temporary vacancies. Accordingly, since they will work most of their time in the vacation year filling in on jobs in those other sequences, they are so closely related to them that there is a rational basis for scheduling their vacations along with the employees in those other sequences. That does not violate the Agreement standard either for Laboratory Learners or for these grievants in the other sequences.

Nothing in the 1983 special Analytical Control Sequence agreement bears on this problem at all. It provided one additional vacation week over the four traditionally granted before it, and that has been satisfied here.

There is no call here to employ principles stemming from local working conditions or from estoppel. As stated in Grievance 23-S-50 (Award No. 792), also decided today, local working condition doctrines do not apply directly to these vacation-scheduling decisions, although past handling of the same problem may show what is a reasonable and practical way to deal with them, assuming no changes in relevant circumstances. But nothing is decided on those grounds here. They would help neither party on the whole for, even though they might provide some ammunition for one party in one or more of these grievances, its only use would be to shoot itself in the foot in others in which things had been done the other way in the past.

Accordingly, the grievances must be denied.

AWARD

The grievances are denied.

/s/ Clare B. McDermott

Clare B. McDermott

Arbitrator