

Arbitration Award No. 801  
IN THE MATTER OF ARBITRATION  
Between  
INLAND STEEL COMPANY  
Indiana Harbor Works  
and  
UNITED STEELWORKERS OF AMERICA  
Local Union No. 1010  
Grievance No. 4-S-44  
Arbitrator: Clare B. McDermott  
Opinion and Award  
June 8, 1989

Subject: Vacation Scheduling--Prohibiting Vacations in Several Months Because of Installation of New And Upgraded Equipment.  
Statement of the Grievance: "The Company is violating the CBA by restricting the number of months that 1989 vacation can be scheduled and can be taken.

"Relief Sought - Cease and desist and schedule vacation as in the past by sequences.

"Violation is Claimed of Article 12, Section 6-b.(1)."

Agreement Provisions Involved: Article 12, Section 6 of the August 1, 1986 Agreement.

Statement of the Award: The grievance is sustained to the extent stated in the last sentence of the accompanying Opinion.

Chronology

Grievance Filed:	11-30-88
Step 4 Appeal:	12-13-88
Step 4 Hearings:	12-21-88
	1-17-89
	1-20-89
Step 4 Minutes:	2-14-89
Appeal to Arbitration:	2-17-89
Arbitration Hearing:	2-22-89
Post-Hearing Joint Submission:	3-7-89

Appearances

Company

T. L. Kinach -- Section Manager, Union Relations  
S. Watters -- General Manager, Purchasing & Materials Control  
D. Kittenbrink -- Section Manager, RHOB/Pit  
D. Rellis -- Senior Staff Engineer  
T. Takacs -- Section Manager, Maintenance  
C. Flores -- Supervisor, Administration, No. 4 BOF

Union

J. Robinson -- Arbitration Coordinator  
M. Thompson -- Griever  
A. Trevino -- Assistant Griever  
R. Krzekotowski  
J. Castillo  
G. Ross  
B. Stratton  
J. O'Donohue  
F. Latham

BACKGROUND

This grievance from No. 4 BOF/Continuous Casting Department of Indiana Harbor Works raises questions of administration of the vacation-scheduling provisions of Article 12, Section 6, of the August 1, 1986 Agreement, as affected by shutdown of major operations before, during, and after installation and improvement of equipment.

During the latter part of 1989 Management plans to carry out three major capital projects. These will be updating continuous-caster operations, improving furnace hoods and the scrubber system, and installation of a

new LDCB bottom-bubbling process. Total cost of the three projects is estimated to be about seventy million dollars, nearly five million of which will be spent on start-up training costs of employees. Accomplishment of those projects will require shutdown of various major operations from time to time. Management developed and posted on October 17, 1988, a Memorandum to all maintenance personnel regarding the effect it said the three projects would have on vacation-scheduling guidelines for 1989 vacations. It predicted a forty-two-day shutdown, beginning October 1, for the caster rebuild and replacement of the scrubber and hoods on the BOF side. On October 24, 1988, a similar Memorandum was posted regarding 1989 vacation schedules for operating employees as affected by the projects. Both Memoranda set out detailed vacation-scheduling units, number of employees who would be allowed off during given weeks, weeks in which employees would be required to take some or all of their vacations during the shutdown, and weeks in which certain employees would not be allowed to be on vacation. The Memorandum regarding maintenance employees read as follows:

"Due to the 42 day shutdown for the Caster Rebuild and the replacement of the scrubber and hoods on the BOF side, it will be necessary to modify vacations accordingly:

"MECHANICS

"From Jan. 1, 1989 to September 30, 1989, 7 Mechanics per week.

Every Mechanic must take 1 of his vacation weeks during the rebuild weeks of Oct. 1, 1989 and Oct. 8, 1989.

"MECHANIC WELDERS

"From Jan. 1, 1989 to September 30, 1989, 1 Mechanic Welder per week.

Every Mechanic Welder must take 1 of his vacation weeks during the rebuild weeks of Oct. 1, 1989 and Oct. 8, 1989.

"WELDERS

"From Jan. 1, 1989 to September 30, 1989, 1 Welder per week.

Every Welder must take 1 of his vacation weeks during the rebuild weeks of Oct. 1, 1989 or Oct. 8, 1989.

"ELECTRICIANS

"From Jan. 1, 1989 to September 30, 1989, 4 Electricians per week (only one Tech. and 1 Mecos can be on vacation on any week).

Every Electrician must take 1 of his vacation weeks during the rebuild weeks of Oct. 1, 1989 and Oct. 8, 1989.

"NO VACATIONS CAN BE TAKEN AFTER OCTOBER 15, 1989 IN ANY OF THE ABOVE AREAS. VACATIONS DURING THE REBUILD WEEKS WILL BE SPLIT EQUALLY BETWEEN THE TWO WEEKS.

"TEMPORARY MECHANICS

"From Jan. 1, 1989 to September 30, 1989, 2 Temporary Mechanics per week.

"NO VACATIONS CAN BE TAKEN AFTER SEPTEMBER 30, 1989.

"Senior salary Maintenance personnel will be under similar restrictions.

"We will begin scheduling vacations late this week. Your cooperation and quick response will be greatly appreciated."

The Memorandum for operating employees read as follows:

"GUIDELINES FOR 1989 VACATION SCHEDULING:

"No. 4 BOF will undertake three major projects during 1989: Installation of LDCB, Replacement of Hoods and Scrubber, and the Caster Rebuild. In an effort to avoid layoffs, provide proper training on new equipment, and to ensure that trained people are available for the startup we have imposed some specific guidelines that will facilitate a smooth operation for the year.

"To minimize interference with operations, general guidelines have been established to equalize the number of employees on vacation throughout the year. These guidelines are:

"1. All 4 BOF employees will be divided into five primary groups: FCE/AUXILIARY, PIT/RHOB, CASTER/WITHDRAWAL, CRANES, and MAINTENANCE.

"2. The four primary groups will be further divided into secondary groups composed of sequenced employees and employees who regularly work in a sequence as applicants. The breakdown will be as follows:

Group 1: Auxiliary, Furnace, Janitor, Labor Leader, Mobile, and Labor.

Group 2: Cranes.

Group 3: Caster, Withdrawal, and TGA.

Group 4: Pit, RHOB, Conductor, Ingot Clerk, and Mold Yard.

Group 5: Mechanical, Electrical, Mechanical Welders, Temporary Mechanics, and Welders.

"3. The number of employees allowed to go on vacation during a given week will be determined by guidelines that regulate both the secondary group and the primary group.

"4. No. 1 Slab Caster will be down for approximately six weeks beginning October 1, 1989. This will affect vacation scheduling in the Caster, Withdrawal, TGA, Pit, RHOB, and Maintenance areas. Specifically:

A. Employees in the Caster, Withdrawal, and TGA areas will be required to take vacation for two weeks beginning October 1, 1989.

B. Employees in the Caster, Withdrawal, and TGA areas will not be allowed to take vacation after October 14, and through the end of 1989.

C. Employees in the Pit will not be allowed to take vacation after September 30, 1989 and through the end of 1989.

D. RHOB personnel must take one week of vacation during the rebuild but no more than eight will be on vacation in a given week during the rebuild.

E. Mechanics, Mechanic Welders, Welders, and Electricians must take one week of vacation during October 1 or October 8, 1989. Temporary Mechanics will not be allowed to take vacation after September 30, 1989.

"5. In order to schedule all employees before the end of 1988 we ask that you respond quickly when it is your turn to schedule vacation. A timely response will ensure that employees with less seniority will have the opportunity to make their vacation choices before the end of the year. If you do not respond to notification within four (4) days, we will bypass you and schedule a junior employee ahead of you. We consider this to be a last resort measure and as always, we appreciate your cooperation."

Number 4 BOF began in 1966, with only two vessels and an ingot-teeming area, and the caster was built in 1972.

There are about 600 employees in the Department, working in the following fifteen sequences:

Ingot

Labor Leader

\*Welder

Mobile Equipment

\*Electrical

\*Mechanical

Vacuum Degasser Operator

\*Casting

\*Withdrawal

\*Tundish Gate

Crane

\*Pit

Auxiliary

Furnace

Switching

(\*Sequences directly affected by the vacation decision challenged here.)

Number 4 BOF ordinarily operates twenty or twenty-one turns a week, and the caster nineteen turns, with all sequences manned for a twenty-turn level.

The three planned capital projects will be as follows:

Caster

New Turret Center Post

New Ladle Turret Arm Extension

New Ladle Weigh System

New Tundishes

New Automatic Tundish Level Control System

Rebuilt Tundish Cars

New Variable Width Molds

New Computer Controlled Breakout Prediction System

New Automatic Mold Level Control System

New Oscillator

New Segment "0"

New Segments 8-10

New Air Mist Cooling System  
New Straight Section Cooling  
Hydraulic System Changes  
Repiping of Machine Cooling Water  
New Measuring Roll  
New Automatic Roll Gap Meter  
New Torch Cut Machines  
Torch Shifting Tables To Replace  
"Ducking" Rolls  
New Deburring Machines  
New Distributed Control System  
Instrumentation (DCS)  
New Programmable Logic Controllers (PLC's)  
New Manufacturing Automation Control System  
A Main Pulpit Extension  
No. 4 BOF Furnace Sections  
New Hoods 50 and 60 Furn  
New Water Cooled Spark Box Sections  
New Spark Box Sprays  
New Lance Cooling pumps and electrics  
New Hood Cooling pumps and electrics  
New heat exchangers for lance and hood cooling systems  
New PLC and DCS control systems  
Scrubber Repairs  
Carbon Dioxide Blowing (LD-CB System)  
Remove existing LBE system  
New piping, valves, rotary joints and instrumentation  
New Electrical  
Modifications to furnaces

New Tuyere charging unit and tuyere exchange platform

This grievance was filed on November 30, 1988 and alleged violation of the Agreement in restricting the number of months for 1989 vacations. It requests that 1989 vacations be scheduled as in the past by sequences.

The Union contends that by restricting employees of certain sequences from going on vacation after various dates in September and October of 1989, Management is violating Article 12, Section 6-b(1), stating that the vacation period shall begin January 1 and end the following December 31.

The Union notes that, although the caster is to be shut down for about forty-two days, beginning October 1, no vacations are to be allowed after the start-up. The Union says it has requested to see Management's intended schedules for training employees but that none have been provided.

The Union says generic training guides furnished by the Company suggest that such training will provide enough employees to allow vacations after the start-up, which would apply with special force to the three holiday weeks of November 19, December 24, and December 31.

As to the Pit Sequence, the Union charges that Supervision's restrictions are based only on possibilities and not on a realistic judgment of demand for ingot production while the caster is down.

The Company relies upon the Management Rights of Article 3 and the statement in Article 12, Section 6-a(4) that

"The vacation time allotted to each employee for his vacation shall be determined by the Company so that it will cause the minimum interference with plant operations, with consideration being given the wishes of individuals in accordance with their relative length of continuous service."

The Company stresses also the language of 12-6-b(3), to the effect that

"No vacation will be recognized unless scheduled with the approval of the department manager prior to the time of taking the vacation."

The Company explains that shutdown and updating of equipment at No. 4 BOF/Continuous Caster were scheduled in late 1989 in order to be synchronized with the similar, March-1989 shutdown, updating of equipment, and start-up of No. 3 Caster at No. 2 BOF. Number 4 will be shut down only after No. 3 Caster's return to full operations.

The Company says Supervision considered the following factors, in addition to necessity to coordinate with No. 3 Caster's start-up, in formulating these 1989 vacation guidelines, in order to minimize interference with operations:

- "1) The sequences, both maintenance and operations, that would be affected by these large projects.
  - "2) The specific employees that would not be needed at all during a certain period of time during the shutdown, necessitating that these employees schedule some (or all) of their vacation during this period.
  - "3) The training required of employees on the new equipment, both before and after startup. This training would encompass both on-the-job and formalized training and would be conducted both in the department and off-site as needed. Suppliers would also participate in this training process.
  - "4) The anticipated problems associated with the start-up. Full production was not expected until around the first of the year, 1990.
  - "5) The planned production of ingots at No. 4 BOF/CC during the No. 1 Caster's shutdown until full Caster production was achieved. This necessitated greater usage of Pit employees during this period.
  - "6) The need for certain employees to assist contractors in the installation of the new equipment.
- Conversely, caution had to be used so as not to interfere with contractors who were installing the new equipment."

Management insists that, to allow scheduling of vacations as in years when there were no shutdown times, when vacations were scheduled over the entire fifty-two-week period, would have jeopardized successful completion of installation and start-up of this new equipment, and would have extended the length of the outage. Employees would be on vacation when needed for training, both classroom and "hands on," which can be given effectively only at certain times, or when needed to assist in installing new equipment.

Moreover, it says some "bugs" surely will arise, and they will have to be worked out during the anticipated eight-week learning curve. During the caster outage, ingot production necessarily will be increased, and that will require full pit crews. Management argues that this grievance totally ignores all that.

The Company notes the Union's reliance on paragraph 12.21, and it contends that provision deals with the special consideration that must be shown for laid-off employees. Since all vacations will be completed by December 31 and since no vacation issue here will relate to any laid-off employees, the Company says that provision has not been violated.

The Company urges generally that the vacation-scheduling language in this Agreement (" . . . so that it will cause the minimum interference with plant operations. . . .") gives greater latitude to Inland Management than does the vacation language in agreements of other companies in the industry (" . . . in order to insure the orderly operation of the plants. . . ."), so that arbitration decisions in those other relationships should have no persuasive force here.

In the January-1989 grievance proceedings the Company presented a detailed, eleven-page Training Plan for the caster, only, showing cost, duration of training in units of days, number of sessions, trainee group, number of trainees, time of the training period, and other specifics not relevant here.

The Union notes that, because the Casting Sequence is manned for a twenty-turn level (as are the other sequences), there is at least a small pool of trained employees available for filling the inevitable temporary vacancies that will arise.

The Union stresses also that the Griever is one of the two sequential employees in the Tundish Gate Assembler Sequence. That requires that there always be a qualified replacement available for him when he is required to be away from work on Union business.

As to Welders, the Union says the Department's welding needs are supplemented regularly from the Weld Shop in the Shops Services Department, which need allegedly has been further reduced by recent implementation of the Mechanic-Welder job. There are, moreover, craft maintenance employees displaced to other departments because of reductions and shutdown of their home departments, and the Union says they could be assigned temporarily to this Department as need might arise during these outages. The Union stresses also that Maintenance Section Manager Takacs agreed that a decrease in welding needs could be expected from the new equipment.

As to the Company's stress on training, the Union notes that, aside from one training session for a project which has not yet been approved, no training is scheduled for the month of December.

The Union alleges that, for all practical purposes, BOF Mechanics never are required to work at the caster, so that on-the-job training requirements for the caster would not apply to BOF Mechanics. That is said to reduce the magnitude of these alleged training problems.

The Union contends these plans are overly restrictive, in that for seven sequences Management unilaterally closed off all weeks for vacations after mid-October. The Union insists the Company's training and start-up arguments will not support that severe restriction.

At the hearing the Union withdrew that part of its challenge that was directed against the Company's requiring that certain employees take vacations during the period of shutdown of operations, which will be necessary because of installation of new equipment. That withdrawal was in recognition of the Company's authority on this subject, arising from Article 12, Section 6(a)(8), giving Management authority, subject to an irrelevant exception, to schedule vacations then. This dispute thus goes only to the prohibition against any vacations after early and mid-October of 1989.

The goal of the Company's detailed training program is to have all necessary employees trained before start-up of the new facilities, so that it will run more smoothly.

The then Department Manager, Watters, explained that the Caster had not been changed since it was built in 1972 and that this rebuild was to bring it to near the state of 1989 art, taking it from a human-controlled caster to one that is much more automatic, based on greater feedback and sensing. The Company says every employee will have something new to learn and to do. For example, the current system uses a computer to project when a ladle will be empty, whereas the new arrangement will weigh the steel so that it can be sure when it will be empty.

The Union says there already is a similar system, in which steel flows automatically to two molds, so as to keep a constant level in the mold. The Company says the new setup will have a similar system to do that automatically.

In stressing the improvements the new equipment will bring, with new and different duties for employees, Watters said the new molds will be of variable widths, which can be changed in the midst of casting, and a computer-controlled breakout system will be installed, in which thermocouples in the mold will record temperature differences, so that potential breakouts may be predicted before they occur. Watters said that will require very rapid human response. A breakout can damage the machine and put it down for sixteen to eighteen hours.

Watters said that below the mold there will be a change in the oscillator, which will allow greater speed and more sophisticated casting, from the current 1.1 meter per minute rate to a goal of 1.5 or 1.6 meters per minute. The Company says that will require a higher level of maintenance of that equipment.

Segments will be changed, and a more sophisticated, air-mist, compressed-air cooling system will be installed, in place of the current water-spray arrangement. There will be a new measuring system, to insure accurate slab weight and specific coil weights to the customer. There will be an automatic roll-gap meter, a totally new device, to help maintenance employees to control thickness. There will be new torch machines and tables that maintenance employees never have seen. A new de-burring machine will be installed. There is none now.

Watters explained that on the furnace side there will be a new hood, duct, and scrubber for gases. Difficult maintenance on the present system will be alleviated, which will eliminate the eight hours and one thousand tons that were lost on each furnace per week.

The scrubbing system will be changed so as to comply with the current Environmental Protection Agency standard of .3 grains of particulate, from the capacity of the current system of .8 grains. The Company is anxious to have the considerably more sophisticated, automatic-control system of the new equipment maintained at the very high level required for its successful operation.

The LDCB equipment (initials for Austrian names for a system that will allow blowing of oxygen through the top and carbon dioxide from the bottom), will increase yields and quality. This will be installed on each of the two furnaces, and the first furnace was down at hearing time for that installation, and the second will go down in June for similar work. Watters said its efficient operation would require a three-months' learning curve. The Company's learning-curve conclusions were based on its experience at No. 2 Caster and No. 3 Combination Caster.

The Union stresses that Pit Sequence employees now are prohibited from vacations after September 30, and yet no new equipment is to be added there. The Company answered that there would be a great jump in ingot production, while the Caster is down, which would require more Pit Sequence employees from October and into December and perhaps January. The planned caster downtime apparently will cover all of October and nearly the first half of November.

The Company says this upgraded equipment will require less manual dexterity and more mental attention and quick reaction. It is said safety and quality problems would be enormous, should there be a failure. The

new equipment will be virtually the same as now operates at 2 BOF and, therefore, the Company has relied upon times found necessary for employees to learn those operations.

The Company notes that new equipment at the withdrawal station will operate on the same principle as the current equipment but, since every slab thereafter will go directly to the 80" Hot Strip Mill and will be set for a given customer, it will have to be identified in the computer with the customer and order book.

The Union notes that all classroom training will be done before the start-up.

Senior Staff Engineer Rellis said that at the strand-operating control station the buttons and knobs would be at different locations and would have different functions. The automatic-mold-level control buttons will require reaction (pushing three buttons in sequence) within a few seconds should there be a failure, as against necessity to push only one button now. There will be a mock-up of that equipment, which employees may practice on. The witness said that teaching employees how to control levels can be done, but not as effectively without steel in the mold. All functions on withdrawal now are on a panel, but 80 or 90 percent of the panel will be replaced with CRT screens and two major computer systems. Rellis was in charge of start-up of No. 2 Slab Caster and No. 3 Continuous Caster and, therefore, is familiar with the desired times for classroom and hands-on training, and he tried to learn from that experience and use it here.

Double-manning will be employed for the first week after start-up, and training then will be done by caster supervisors, engineers, equipment suppliers, and consultants. Rellis said the Company would train more than the established complement of employees.

The Union wonders, if double-manning will be used after start-up, why an employee already subjected to a week's double-manning training could not be allowed on vacation by Thanksgiving. The Company answered that not all possible problem events will have happened by then, and it wants employees to experience all those difficulties that they can.

Maintenance Section Manager Takacs has been involved in maintenance in five prior start-ups. Under the challenged vacation plan, one-half of his maintenance crew must take a vacation in the first week and the other one-half in the next week, and thereafter they will have no vacation time. The witness expects quite a few major problems during start-up, as was experienced in the earlier start-ups.

Takacs could not say whether or not the new scrubber equipment, which will take four or five months to install, will be in place and become his maintenance responsibility before the end of this year, but he thinks it will be. The LBE equipment was going in at hearing time and is expected to have a three-month learning curve and, therefore, the witness agreed employees should be trained by the fall of this year. He said the old system never did work right and that he is not aware how long it would take to learn the new one. He was not aware what training would be required of Welders. Welders from the Weld Shop have been used in the past to supplement welding requirements here.

The witness said all shift Mechanics (twenty-four) on both sides (BOF and caster), or six per turn, will be trained on the caster, as well as the approximately sixty maintenance employees normally scheduled on the caster.

The BOF maintenance training was not set up as of hearing time. Thus, Takacs could not say how long it would take. It will not be the two or three weeks, as on the caster side, but will be shorter.

Union witness Castillo, a Pitman who has been in that Sequence for fifteen years, said he broke in on that job in two weeks, which was standard for that responsibility. There used to be six Pitmen scheduled per turn, but now there are four. The others went to other jobs. No one has been trained recently, since all were qualified and some were cut back.

Griever Thompson, a Tundish Gate Assembler and the Griever for this Department, said the only new equipment he has been told of are the shrouds, which he says will be put together in the same way as the old ones. He used to work at 3 Open Hearth, and he said there are a few qualified Pitmen there who could do the work here, since pouring practices were the same.

After the hearing, the parties checked and found that at least seven and possibly ten employees previously trained as Pitmen were working in the labor pool at No. 4 BOF in the week of February 19, 1989.

The Company urges that vacations during other outages of this magnitude were handled in generally the same way. Absence of adequate classroom and hands-on training, the Company says, would cause more than ". . . minimum interference with plant operations. . . ." Management says that in some areas and contexts, vacations might be scheduled more generously on a piecemeal basis, with Supervision simply taking a chance, but it insists that would carry an unreasonable risk of more than minimum interference with operations. The Company points to the language of Article 7, Section 1-a, depriving the Arbitrator of power to add to, subtract from, or alter the provisions of the Agreement.

The Company stresses that no Union witnesses had any experience in considering vacation-scheduling problems during a major rebuild, so that there was no Union testimony refuting necessity to allow for existence of a learning curve or rebutting the need for training.

The Union insists the language of paragraph 12.18 of this Agreement imposes a standard identical to other agreements in the industry, in that "minimum" here should be read as creating the same standard as insuring "orderly operations" in other agreements. This standard is said to require a balancing of the senior employees' right to vacation times of their choice and the Company's right to operate the plant with the minimum interference with plant operations. The Union agreed it could not say reasonably that all employees could take vacations when they might want them. The Union says the correlative is that the Company cannot schedule vacations solely on what might be convenient for it.

As to the Casting Sequence, the information reasonably available to the Company is that all classroom training on mock-ups, at least, will be done before the start-up. The Union stresses that the equipment installed will be improved for its task but will not be new or sharply different from the old equipment. On the Withdrawal Sequence, the Union says the same situation exists, in that all training will be finished before the start-up, and that the training will singly upgrade existing skills. Here, the Union argues that Management seems to have counted the added automatic-stamping equipment in its calculations, and it urges that was improper because that equipment really was not a factor bearing on these problems in either direction.

Those two (Casting and Withdrawal) are said to be the main sequences, and it is claimed that in neither case will the changed equipment require new skills but will call only for upgrading of existing ones.

The Union urges, therefore, that the only Company argument left is that it must have all employees on hand for this training. That cannot be supported, says the Union, especially for the three favorite holiday weeks near the end of the year. To cut off all vacations then is said to be wrong.

The Union argues that the Company position is weakened on the Pitman Sequence, citing Company Exhibit 9, allegedly showing ingot production while the caster is down as lower than the peak previously claimed by the Company. Even for December, the Exhibit shows ingot production as lower than ordinary. Taking the Company's worst-case theory as to ingot production and need for additional Pitmen, the Union says only two more would be required per turn. It notes its witness's testimony that in the old days Pitmen were trained in about two weeks. Section Manager Kittenbrink estimated that would require six weeks, but the Union claims that must be discounted because Kittenbrink was at the station only five months. The Union agrees the Job Class 6 Pitman is a tough job but argues that it is not highly skilled.

As to maintenance employees, the Union urges that here, too, all classroom training will be done before the start-up, and that it is required for only some, and not all, employees. Training for BOF maintenance employees will be less necessary than for caster maintenance employees, as allegedly shown by Company Exhibit 5.

The Union notes that the Company shut off certain weeks for vacations but could not support that action here, since its main witness did not know the difference in skills, and necessity for training or not, required by the old equipment and the new. It urges also that, if additional help really were required later, it would be available from Field Services and from the Mobile Maintenance Section.

The Union says the Company clearly failed to support its decision as to the Welding Sequence, in that craft Welders are craft Welders. It wonders what training can be required and contends that geographical orientation and nomenclature of equipment, if necessary, would not be training. Company witness Takacs could not say what other training Welders would need.

It is noted also that much of the new, sophisticated control equipment will be the responsibility of the Instrument Services Group and not of maintenance employees in this department.

The Union characterizes the Company's case as saying only that it must train employees, but that it is not sure who will be trained or when and yet the employees still cannot go on vacation.

The Union says this is an unusual case, calling for an unusual remedy, in that it cannot be said now who would have selected a blocked-out vacation week, since all were told no one could go on vacation then. It thus requests a remedy which would make available to senior employees all weeks previously closed off. They should be ordered to be opened for vacation selection and then the matter should be remanded to the parties in the grievance proceedings for administration of that order, but the arbitration process should retain jurisdiction in order to resolve whatever problems they could not settle.

#### FINDINGS

Only two conclusions emerge with certainty from this record. The first is that the only matters still in dispute are those arising from the blanket blocking out of all vacations late in the year. That conclusion is

certain because the Union withdrew its earlier objections to all other phases of this vacation-scheduling plan.

The second certainty is that it would not be sensible, automatically and without serious reconsideration, to schedule vacations in a year of long shutdown of major producing units, with installation of considerable new equipment and necessity for operating and maintenance employees to become familiar with its efficient operation and repair, under the same assumptions and guidelines as were used in a prior year without such interruptions, when vacations could be spread over the full fifty-two weeks. It does not follow automatically, of course, that vacations ultimately could not be scheduled along much the same lines, aside from the shutdown period, depending upon the degree of persuasiveness of the Company case for limiting or blocking off vacations aside from the shutdown period, during which the Company may require employees to take vacations.

A third but more general conclusion emerges. It is that these vacation-scheduling problems cannot be resolved on a rational basis at large, as it were. The more senior employees' right to take vacations when they want them must be decided on the basis of details specifically applicable to their skills and Management's showing of reasonable need for them at the particular time, in order to cause minimum interference with plant operations. When challenged, Management must establish by a preponderance of the evidence that the grieving employee could not be spared then. On the other hand, it need not demonstrate that the grievant's presence would be indispensable. It must show, however, that its vacation-scheduling decision was reasonable on the basis of all facts specifically relevant to it and not on some general theory of what would be convenient.

The Union refers to the opening sentence of paragraph 12.21 of the Agreement, saying that, "The vacation period shall begin January 1 and shall end the following December 31." But that cannot be read as mandating that any or all senior employees' requests for any given week or weeks must be granted on the basis of that sentence. It sets the period for which formally proper vacation requests may be submitted. It does not require that all or any such requests be granted, so that some employees necessarily must be on vacation in every such week, if Supervision can show reasonable justification why they may not be off then.

Accordingly, each group of employees with related skills must be examined and compared with the Company's showing of need for them in the blocked-off period, in order to see if Management has justified, as to that group, its blanket prohibition against any vacations after early or mid-October, under its authority so to schedule vacations as to cause minimum interference with plant operations.

That analysis must investigate the specifics of what equipment, new or changed, will be put in place which reasonably would require presence of employees who install, operate, and maintain it, while operations are to be shut down, while it is being installed, and after its start-up, so as to be present then in order to experience and benefit from unusual problems reasonably anticipated during start-up and to receive additional training.

Although some of these arguments and counter-arguments were conducted at a rather high level of generality, the six factors used by Management in arriving at these decisions did get down to the details necessary to be considered if these arrangements are to be made rationally.

Supervision's estimate and goal is to have the caster down for forty-two days, beginning October 1, which would take its last shutdown day through November 11.

Dealing with operating groups first, Pit Sequence employees are prohibited from taking vacations after September 30, meaning that they may not be off from the beginning of the shutdown on October 1 and continuing after the start-up in mid-November and for the balance of the year. That would cover a three-month period. The stance of these employees is unique among these complaining sequences, because no new equipment is to be put in this area, so there is no need for their learning new or different duties. They will be doing the same things during the shutdown and thereafter, as they always have done.

The Company's theory here, however, is not necessity for these employees to be present so they may be trained. Its point is that while the caster is down, all steel will have to go to ingot production. The Company says it expects that greater ingot production to continue even after the caster start-up because, although some steel would return to be processed through the caster then, an anticipated eight-week learning curve for caster employees probably would keep that to some reduced level, thus requiring that more steel than usual be poured as ingots, and requiring an increased number of experienced pit crews even after the caster start-up.

The result of Watters's calculations of how many more Pit employees might be needed by the expected increase in ingot production seems to have been those needed to go from four Pitmen and two Pourers to

six Pitmen and two Pourers, or two additional Pitmen per turn, and there are four crews. That would appear to require eight more Pitmen to handle the alleged increase in ingot production. Watters did not know how long it would take to train a Pitman. He agreed there were employees who had been Pitmen at the now shutdown No. 3 Open Hearth who are floating around the plant, who could be used to help out on this Pitman job.

The Union says the per-turn assignments in the Pit Sequence are one Ladleman, two Steel Pourers, two Ladleman Helpers, and Pitmen, with the number of employees on the last job varying with operating needs for ingot production. The number of employees in the "ladle gang" and Steel Pourers is constant, since those jobs work all heats, whether they go to the caster or the pit.

The result is, therefore, that, giving these Company arguments of need for more Pit employees just about their face value, they still do not establish reasonable warrant for shutting off all vacation opportunities for the last three months of the year. This is not to hold that all in the Pit Sequence who might want to have vacations in those months would be entitled to have them then. It does mean that the Company's blanket blocking off of all that vacation time has not been supported by a preponderance of detailed reasons relating specifically to this Pit Sequence and Management's right to schedule vacations so as to cause the minimum interference with plant operations. Those months thus must be re-opened for vacation consideration, and each senior employee's request, if any, must be dealt with on the basis of all relevant details of reasonable operating needs. Thus, the grievance will be sustained as to employees in the Pit Sequence, and the procedural steps for processing employee requests and disposing of them will be set out at the end of this Opinion.

The Casting Sequence is next. It seems there are about sixty employees there, and there will be twenty-two subjects on which they will be trained in classroom format, over eighty-five sessions, varying in duration from two to four hours, to five sessions for one day, one for three, and one for six days. Classroom training on one subject was completed in December of 1988 and on another will be completed in August of this year. Training on thirteen subjects will be done in October and seven in November. No classroom training is planned for Casting employees in December.

Thus, it can be seen that the Company's argument that classroom training will require presence of Casting employees is heaviest in October and still is substantial in November, but as to classroom training, the argument does not apply at all in December. Accordingly, its reason for blocking out vacations in December must rest entirely on its "learning curve" argument after start-up, and on the assertion that classroom training, alone, simply will not turn out employees fully trained on operation of the new equipment.

But this grievance does not seek to have all Casting employees off on vacation for all of December. It assumes, if it should prevail, that by far the great bulk of the Casting employees still would be reporting for work and hands-on training all through December. Only some would have vacations in December, and that probably would be only the senior some. Accordingly, the grievance must be sustained in part as to the Casting Sequence, and the detailed procedures to be followed by the parties in processing and disposing of vacation requests of Casting employees for December will be set out at the end of this Opinion.

The Withdrawal Sequence appears to have twenty-nine employees, and fourteen classroom-training subjects are to be covered, which would be scheduled for four sessions, ranging from two hours (4), four hours (3), one day (1), two days (1), three days (1), to one for five days. Eleven subjects will be covered in classroom training in October, one will be in November, but a note indicates it is included also in an October subject, and one may be in December, but it is one of the two which had not yet been approved. Therefore, for all practical purposes, there will be no classroom training of Withdrawal Sequence employees in November or December.

Thus, as to the Withdrawal Sequence also, all classroom training will be completed in October, during the shutdown, and hence the Company's total blocking out of November and December from any vacations must rest on the full length of the alleged eight-week, learning-curve argument.

But that position is subject to the same infirmities as was Supervision's Casting Sequence stance. Indeed, it is weaker, since the Withdrawal Sequence will have no meaningful classroom training after October.

Accordingly, the grievance will be sustained as to the Withdrawal Sequence, in part, and procedural details for handling November and December vacation requests in this sequence will be set out at the end of this Opinion.

As to the Tundish Gate Assembler Sequence, the Union asserts, and the Company does not deny, that there are only two employees in this sequence and that that is an adequate number for ordinary operations. Aside from shrouds, there is no claim of new equipment to be added here. Moreover, one of the two employees

established in this sequence is the Griever, and provisions thus must always be made, whether or not the caster were down or new equipment were being added, to have an adequate number of trained employees available to replace him when he goes off on Union business, as inevitably occurs. Accordingly, there has been no showing that allowing employees in this sequence to request, and for some to get, vacations after mid-October, would cause more than minimum interference with plant operations. Thus, the grievance will be sustained as to this sequence, and procedural details will be set out at the end of this Opinion for handling those requests.

This brings us to the Maintenance Sequences, where vacations have been prohibited after October 15, and Temporary Mechanics are not to be allowed on vacation after September 30. Employees covered are Mechanics, Mechanic-Welders, Welders, and Electricians.

Company Exhibit 5 does not distinguish among the five affected Sequences. It distinguishes only between Mechanical and Electrical employees. The general Mechanical group apparently has fifty employees, forty turn, and ten day, Mechanics. The Training Plan intends to have twenty class sessions, ranging in duration from two hours (5), through four hours (4), one day (5), one and one-half days (2), three days (1), five days (1), ten days (1), and up to twenty days (1).

The classroom training, mostly of the entire group of fifty Mechanical employees, will be done largely in October, with classroom training in seven subjects already completed before the Company Exhibit was shown to the Union in February of 1989 or would be completed before shutdown of the caster. Only one subject was scheduled for November and one may be done in December, but the latter was the second one which had not yet been approved.

All that highlights the major problem that is encountered by an objective mind looking at Company Exhibit 5, and that is the still highly general level of the contention. It is very difficult for such an assessor to conclude that more than minimal interference with plant operations would result if some of any given group of employees with related skills and in light of this or that piece of new or changed equipment were to be on vacation in the last two months of 1989, when the assertion is that fifty Mechanical employees, for example, must be given classroom training in eighteen different subjects (seven of which will be completed before shutdown of the caster), and when nine of the remaining eleven will be done in October. There are no specifics to suggest that this or that senior employee or several such employees will have to be trained in November or December. In this regard, it is significant that only one classroom subject is planned to be done in November and one may be in December, but the latter had not been approved when this general training arrangement was put together. The Company brief noted that that general training plan was formulated in October of 1988, and it apparently was shown to the Union in February of 1989. The Company's February-1989 brief said also that a more detailed training regimen that would govern training of individual employees, both bargaining unit and salaried, was still in the process of being put together. That more detailed plan is what is needed in order to satisfy the Company's burden in vacation-scheduling cases. Without it, it is not easy to see how the Company could say that any individual employee could or could not be spared for a vacation at any specific time. It may bear repeating that these questions must be resolved on the basis of just that kind of particularized connection between specific operating needs and the skills possessed by this or that individual employee at the vacation time requested.

Perhaps Management would say it could not have formulated a more detailed training plan as early as October of 1988 or February of 1989, and the Arbitrator is in no position to suggest the contrary. But, the parties have agreed that the vacation time allotted to each employee shall be determined by the Company so that it will cause minimum interference with plant operations, with consideration being given to the wishes of individuals in accordance with their relative length of continuous service.

That states such a bias for individual determinations as to require that the arbitration process not be satisfied with vacation decisions made in general and on the basis of large groups of employees, at least in the absence of a persuasive showing that all employees in the large group are affected identically or very similarly by the claimed need for their services during the blocked-out vacation time. No such showing has been made by the general training program presented here. If, indeed, it really were impossible or impracticable for Management to have put together a more detailed training plan earlier, say in October of 1988 or February of 1989, connecting specific employee skills to operating needs at particular times, then it pretty clearly would have been equally impossible for it to have asserted in those months that large numbers of employees on a block basis could not be on vacation then. That would not carry Management's obligation in vacation-scheduling disputes.

That is not all there is to the Company position, however. It contends also that, after installation of the new equipment and its start-up, maintenance employees will have to be present through November and

December in order to get the benefit of hands-on training on the equipment, without which they allegedly could not keep it operating properly, with the result that more than minimum interference with plant operations would result.

While that argument could support a claim that not all Maintenance employees could be off at once in those months, that is not the problem here. The Union point is not to have all Mechanics off on vacation in the blocked-out months. The Company's hands-on-training argument does not support its claim that no Mechanics could be on vacation in November and December. It is not necessary to decide here that all must be allowed off then, since that is not the issue. Here, too, the grievance will be sustained, in part, to the extent that some Mechanics (including Temporary Mechanics) must be allowed on vacation in November and December. Detailed procedures for handling senior employees' requests for vacations in those months will be set out at the end of this Opinion.

Since the Company evidence does not state the points separately as to the three Mechanical Sequences (Mechanics, Mechanic-Welders, and Welders), there is no way to consider those skills separately. The general Mechanical employee was dealt with in the paragraphs immediately above. Thus, only the Mechanic-Welders and Welders are left in this grand group.

Company evidence on welding was not strong. The witness was unable to say what additional training Welders would need, there is additional welding help available, and it is agreed that the new equipment is supposed to reduce the volume of welding duties.

Accordingly, the requisite showing of need has not been made as to Mechanic-Welders or as to Welders, assuming there was some basis for analyzing their situations as in some way different from that of Mechanics, in general. Thus, the grievance will be sustained as to those two sequences, so that some senior employees in them must be allowed to be off on vacation in the period in 1989 after October 15. Detailed procedures for that purpose will be set out at the end of this Opinion.

The Electricians are the last group to be considered. It seems there are twenty-four turn, and six day, Electricians. The general Company plan challenged here says none of them may be on vacation after October 15.

The general plan for thirty Electricians is to train them by classroom format in twenty-eight subjects, with four subjects occupying one session, one for two sessions, twenty for three sessions, and three for four. The sessions will range from two hours (9), two and two-thirds hours (3), four hours (4), one day (2), one and one-half days (1), three days (5), and five days (5). Finally, the classroom training in nine subjects was finished before the general plan was put together or will be completed before October. Training in thirteen subjects will be done in October, and one in November. There will be no classroom training in December. Thus, the general plan, as to Electricians, is as overly general as in the other sequences, both as to classroom and hands-on training. Thus, the grievance will be sustained here, in part, to the extent that some senior Electricians must be allowed off in November and December, and detailed procedures for dealing with those requests will be set out later.

Whatever may be the difference, if any, as argued here between the vacation-scheduling latitude of this Company and others in the industry, it surely is clear that this Management's authority in paragraph 12.18 to allot vacation times so as to minimize interference with plant operations does not include authority to eliminate it. Some arguments here would suggest that the latter was the goal.

Since this opening of times for vacations in October, November, and December of 1989 in particular sequences, may open earlier vacation-time opportunities now held by senior employees who may request and get vacations in the times previously blocked off, there must be a chance for other employees to request vacations during those reopened times. Thus, absent agreement by the parties to a different time scheme, new vacation requests may be made by those employees who want vacations in the times reopened here within seven days from the effective date of this Award. Those requests will be disposed of (allotted or denied) by Management within seven days after close of that request period, and within seven days thereafter employees may request vacations in the times reopened (if any) in earlier months because of senior employees' now being granted vacations in those later, previously blocked-out months. Management will dispose (allot or deny) of those requests within seven days of close of that request period.

The grievance is sustained as stated above in paragraphs 78, 81, 84, 85, 93, 96, and 99 of the accompanying Opinion.

AWARD

The grievance is sustained to the extent stated in the last sentence of the accompanying Opinion.

/s/ Clare B. McDermott

Clare B. McDermott

Arbitrator