

In the matter of Arbitration

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Between )  
Inland Steel Company ) Grievance Nos. 25-K-107, 108, 110,  
and ) and 111  
United Steelworkers of America ) Appeal No. 1192  
Local Union 1010 ) Award No. 597  
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Appearances:

For the Company

T. J. Peters, Senior Labor Relations Representative  
R. Darnall, Superintendent, 30" Hot Strip Mill  
T. L. Kinach, Representative, Labor Relations  
R. T. Larsen, Representative, Labor Relations  
W. C. Wingenroth, Representative, Labor Relations

For the Union

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

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The question to be resolved is whether an employee who elects, with the consent of the Company, to split his vacation into two parts, may exercise his length of continuous service rights only in the selection of the first part of his split vacation.

It is the Company's contention that the employee's right of selection based on his length of continuous service may be denied with respect to the second portion of the split vacation. The Union, on the other hand, maintains that this right of selection applies to both parts.

These four grievances arose in the 80" Hot Strip Mill, three in the Slab Area and one in the Mechanical Section. Three of the grievances involved extended vacations, the Grievants requesting that their vacations be given to them in non-consecutive segments of 10 weeks and three weeks. The fourth grievance is over a split regular vacation.

The practice in the 80" Hot Strip Mill has not been consistent in the past. In the Slab Area the practice has been to give the employee his choice based on length of service as to both parts of a split vacation. In the Mechanical Section the choice has been confined to the first part of the split vacation.

In fact, this series of grievances grew out of the Company's desire to introduce consistency in the scheduling of vacations in the 80" Hot Strip Mill. The Company also believes that morale and general fairness will be promoted by not giving the older employees the right to preempt all the more desirable vacation times.

In some other departments the older employees are given the choice of vacation periods, as requested by the Union. For example, in the Blast Furnace Department and in the Coke Department, where there are some 1400 employees, the older employees are given the prior right of selection as to both portions of split vacations.

Obviously, the employees have mixed feelings on this issue depending on their relative length of service, and it was stated at our hearing that this subject will be reconsidered in the upcoming contract negotiations to see whether some more satisfactory and consistent program may be established for selecting vacation periods.

While Article 12 of the August 1, 1968 Agreement, particularly Sections 4 and 6, relate to this issue, the essence of the contract provisions is reflected in the Savings and Vacation Booklet - Appendix - Item #3, which states:

"Vacations will, so far as practicable, be granted at times most desired by employees (longer service employees being given preference as to choice); but the final right to allot vacation periods and to change such allotments is exclusively reserved to the Company in order to insure the orderly operation of the plants."

In several references in the Agreement to vacation periods, the Company is given the right to determine or change such times in order to avoid interference with plant operations or to promote orderly operations. This may be seen, for example, in Section 4 of Article 12, in paragraph 12.10, and in Section 6 at paragraph 12.18. In our case, however, the Company frankly acknowledged that its reason for setting up the new regulation in the 80" Hot Strip Mill was not because of any interference with plant operations.

There is no contract provision which denies an employee his right to choose his vacation time when the vacation is split. Quite the contrary, in Section 6 a(1) of Article 12 (paragraph 12.15), it is specified that "each employee . . . will be requested to specify in writing . . . on a form provided by the Company, the vacation period or periods he desires." (emphasis added)

Moreover, in other references to possibly split vacations, in Section 4 b (paragraph 12.10), Section 6 b (3) (paragraph 12.23), and Section 6 c (4)(c)(paragraph 12.30), there is no mention of any restriction on the employee's right to select his vacation period or periods based on his length of service.

This is particularly noteworthy in view of the mixed practice used by the Company, not only in the Works as a whole but within the 80" Hot Strip Mill itself.

A new fact was introduced by the Company at our hearing. This was that two of the Grievants, after having been denied their choice of time for the second segment of their vacations, have accepted another assignment or have taken pay in lieu of the additional time. The two grievances in question are, respectively, 25-K-108 and 25-K-111. The Union representatives disputed this.

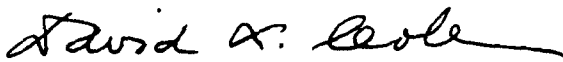
In any event, there are two other grievances, and the parties are in accord that the arbitration ruling as a matter of contract interpretation should apply to all four grievances. If the Company believes that two of the four grievances have been settled, proof of this should be submitted to the Union representatives or to me as arbitrator if they remain in dispute, and appropriate action will be considered.

The award is limited to a general construction of the pertinent contract provisions on the issue presented in the grievance procedure and in the pre-hearing briefs.

AWARD

This grievance is sustained.

Dated: June 14, 1971

  
David L. Cole, Permanent Arbitrator

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

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|-----------------------------------------|-------------------|
| 1. <u>Date of filing</u>                | November 25, 1970 |
| 2. <u>Dates of appeals and meetings</u> |                   |
| Step 2 Answer                           | December 31, 1970 |
| Step 4 Hearing                          | March 2, 1971     |
| Step 4 Hearing and Disposition          | March 25, 1971    |
| 3. <u>Date of appeal to arbitration</u> | March 31, 1971    |
| 4. <u>Date of arbitration hearing</u>   | May 26, 1971      |
| 5. <u>Date of Award</u>                 | June 14, 1971     |