

In the Matter of Arbitration

Between)	
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Inland Steel Company)	Grievance No. 22-M-13
)	Appeal No. 1221
and)	Award No. 624
)	
United Steelworkers of)	<u>Opinion and Award</u>
America Local 1010)	
)	
)	

Appearances:

For the Company

T. J. Peters, Arbitration Coordinator, Labor Relations
W. P. Boehler, Senior Labor Relations Representative
J. L. Federoff, Assistant Superintendent, Labor Relations
G. J. Marinello, Superintendent, Electrical
J. P. Kaminski, Assistant Superintendent, Electrical
T. Surig, General Foreman, Instrument Service, Central Shop,
Electrical
W. F. Kayes, General Foreman, Instrument Service Division, Electrical
D. E. Johnson, Supervisor, Hourly and Clerical, Personnel

For the Union

Theodore J. Rogus, Staff Representative
John Hurley, Vice Chairman, Grievance Committee
Joseph Gyinko, Griever
Terry E. Clarkson, Grievant
Stephen G. Dilley, Grievant
Charles R. Beebe, Grievant

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On August 18, 1974 the Company scheduled some Instrumentation and Control Technicians of the Instrument Service Shop, Electrical Department, on a three turn basis at the No. 2 Basic Oxygen Furnace Department. Asserting that it "has been a practice of long standing to schedule" such employees only on the day turn, a grievance was filed charging violation of the parties' Agreement and requesting as relief that the Company cease and desist from scheduling such employees on the first and third turns "at the present and in the future in any and all departments."

The Union asserts that the Technicians have for years been scheduled

only on the day turn (8 a.m. to 4:30 p.m.), that this is now a local working condition protected by Article 2, Section 2 of the 1974 Agreement, and that work on any other turn is to be performed at overtime rates on either a call-out or hold-over basis.

The Company's response is that the rights reserved to Management are broad and not subject to restrictions that would hamper operations, particularly with reference to the function of setting up work schedules and the right to change or abandon established schedules in accordance with operational requirements, or to avoid schedules which would regularly require the payment of overtime, as set forth in Article 10 and as construed and applied in numerous awards at Inland and other major steel companies which have the same contract provisions. The Company urges that it has been given and still has flexibility in the matter of scheduling which flexibility has not been and is not restricted by the local working conditions provisions of the Agreement (Article 2, Section 2). The Company insists that the technological changes in production equipment and methods together with the introduction and growth of complex and sophisticated instrumentation has brought on a vast increase in the supportive services of these Technicians in a number of the departments or mills of the Company which operate all shifts and certainly more than on the day turn alone. All this has steadily increased the need for Technicians on all three turns. These employees work in many departments, and particularly where there have been the more important technological innovations and improvements.

The Union puts great emphasis on a document entitled "General Information and Regulations" which has customarily been given to newly hired Instrumentation and Control Technicians, the most recent version of which was issued in July 1973. The Union calls special attention to items 3. and 4. of the portion of this document called "Job Information." These are as follows:

- "3. WORK SCHEDULES - Work schedules are posted every Thursday. Our Shop normally works days only, from 8:00 A.M. to 4:30 P.M., with a thirty minute unpaid lunch period. You will normally be scheduled to work a forty hour week and every _____ weekend. You are expected to be in your work clothes, including metatarsal shoes and safety glasses, in the Shop by 8:00 A.M. and you will allowed to wash up at 4:15 P.M. You must wear ALL your safety equipment until 4:15 P.M. and are not permitted to leave the Shop before this time.
4. OVERTIME AND SHIFT DIFFERENTIAL - Since we do not normally cover the night turns, we must insist that our people occasionally work overtime and come out on emergency night callouts. Since all overtime is

at one and one-half times, it can be a profitable inconvenience. Shortly you will be given a car pass so you can drive your car into the plant on night callouts.

It is the Union's contention that these items served as inducements to recruits to accept these positions with the Company, that they are binding on the Company as benefits to which the employees are entitled in addition to those established by the Agreement, as provided in Article 2, Section 2c, that they demonstrate beyond question that scheduling only on the day turn is a local working condition, and that in fact it is not essential as contended by the Company that scheduling must be on more than a one-turn basis.

A number of awards under collective bargaining agreements at other steel companies were cited by the parties. We are of course not bound by such awards, and when they are based on particular factual findings they are of little guidance. Where they are, however, interpretations of the same contract provision they are of greater relevance and entitled to more consideration.

The weight of such authoritative rulings is that in the steel industry among the powers given to Management by contract is the broad power to determine work schedules, recognizing that this flexibility is required to meet operational needs. This includes the power to abandon schedules previously followed and to set up schedules not previously used, and to adopt a schedule other than the one to which the employees have become accustomed. These principles were stated, e.g., in 1965 by Arbitrator Rolf Valtin in Bethlehem Steel Decision No. 694 where he added that "...the operation of the 'local working conditions' clause in an area where the Agreement envisages flexibility is an incongruity," and that this would be a matter of "fundamental inconsistency."

To the same effect are a series of awards at Republic Steel Corporation by Arbitrators Harry Platt in 1957 (Decision No. 117), J. C. Stas-hower in 1960 (Decision No. 40), M. S. Ryder in 1961 (Grievance No. 0-37-61), and B. L. Lushin in 1966 (Decision No. 2L-134).

Of significance to us are rulings made in disputes under the Inland Steel Agreement. In Award No. 230 (1958) it was declared that "...the basic purpose or approach of other contract provisions must not be undermined by continuing what appears to be a local condition or practice." It was there stated that the basic purpose of the scheduling provisions of the Agreement (then Article VI, now Article 10) is to enable the Company "adequately and fully to run whatever operations it deems necessary, and as to what operations are necessary it alone is the judge."

In 1970 in Inland Award No. 595 it was held, as in the earlier awards

at other companies, that a local working condition cannot supersede or take precedence over the Company's contractual right to determine work schedules.

In Award No. 239, referred to above, as well as in Award No. 515 (1962), it was ruled that nothing in the Agreement requires the Company to incur overtime liability when it can be avoided. Under other steel collective bargaining agreements it has also been declared that the employer is not required by the local working condition provision to continue a practice, as opposed to its right to establish work schedules, which would subject it to overtime pay which it could avoid by changing the schedules.

The reasoning and conclusions outlined above are equally applicable to the situation we are considering in this grievance. The great increase in the need for the services throughout the plant of Instrumentation and Control Technicians by reason of the dramatic technological innovations of recent years clearly support the Company's position that it can no longer schedule this support or service craft solely on the day turn, and that unless it schedules some of them on the other turns it will incur a good deal of overtime which it should and could avoid.

The General Information and Regulations document relied on by the Union was for the purpose of orientation of all new employees, and not of these Technicians alone. It covers many items and not only work schedules of Technicians. There is no claim by other employees that they may not be or are not used on all turns. It speaks only of normal scheduling practice, and is at most evidence of a local working condition as to Grievants' work schedules. Granting this, the contract provisions empowering the Company to change schedules must prevail over the local working condition provisions, for the reasons indicated above.

The Company calls attention to Article 2, Section 2-d of the Agreement, pursuant to which it is given the right to change or eliminate any local working condition if the basis for this condition is changed or eliminated. Its point is that the facts relating to the kind and quantity of service these Instrumentation Technicians are called upon to do have changed so much that the day turn only local working condition is also subject to change.

In view of the broader basis for the determination made in this award, namely that the contract's local working condition provisions must give way to the contract's scheduling provisions, it is not necessary to rule on this contention of the Company.

AWARD

This grievance is disallowed.

Dated: December 11, 1975

/s/ David L. Cole

David L. Cole, Permanent Arbitrator

The chronology of this grievance is as follows.

Grievance filed	February 18, 1975
Step 3 appeal	February 26, 1975
Step 3 hearing	April 9, 1975
Step 3 minutes	April 23, 1975
Step 4 appeal	May 6, 1975
Step 4 hearing	May 22, 1975
Step 4 minutes	June 13, 1975
Arbitration appeal	July 7, 1975
Arbitration hearing	November 25, 1975
Award	December 11, 1975