

In the Matter of the Arbitration Between

INLAND STEEL COMPANY)

AND)

UNITED STEELWORKERS OF AMERICA)
AND ITS LOCAL UNION 1010)

Grievance No. 9-M-31

Appeal No. 1255

Award No. 658

INTRODUCTION

An arbitration hearing between the parties was held in Harvey, Illinois, on March 6, 1979.

APPEARANCES

For the Company:

Mr. T. L. Kinach, Arbitration Coordinator, Labor Relations
Mr. R. H. Ayres, Manager, Labor Relations, Industrial Relations
Mr. K. C. Fehlberg, Assistant Superintendent, 12" Bar Mill
Mr. W. S. Wilson, General Foreman, 10"-14" Mill Electrical
Mr. R. F. LaBarge, Administrative Supervisor, Merchant Mills
Mr. L. R. Barkley, Administrative Assistant, Labor Relations
Mr. J. T. Surowiec, Representative, Labor Relations

For the Union:

Mr. Theodore J. Rogus, Staff Representative
Mr. Joseph Gyurko, Chairman, Grievance Committee
Mr. James F. Bonewith, Griever
Mr. Clifford Scott, Grievant

Arbitrator:

Mr. Bert L. Luskin

BACKGROUND

Employees in the 10" mill electrical sequence are responsible for the performance of electrical maintenance work for the 10" mill and the auxiliary equipment in the complex. In the week beginning Sunday, April 20, 1975, and in the week beginning Sunday, April 27, 1975, the Company reduced the rolling operations in the 10" mill to twelve turns per week. In each of the two weeks there were no rolling turns scheduled on Saturday and Sunday. The rolling turns started with the 8:00 to 4:00 turn on Monday. Three turns were worked on each of the next three days (Tuesday, Wednesday and Thursday). Only the 12:00 to 8:00 turn was worked on Friday. Twelve employees who had been "established" in the 10" mill electrical sequence were scheduled on eight-hour shifts to cover the fifteen turns in the week commencing April 20, 1975. The same employees were scheduled for eight-hour shifts to cover sixteen turns in the week commencing April 27, 1975. Ten of the twelve electricians worked thirty-two hours (four days per week) in each of the two-week periods. Two electricians worked a fifth day in the week of April 27, 1975, resulting from an added shift after the schedule had been posted.

On July 1, 1975, a grievance was filed contending that the Company had failed to follow the proper procedures outlined in Article 13, Section 9, of the Collective Bargaining Agreement, during the period of April 20 to May 4, 1975, on the basis that the sequence had been scheduled on a four-crew basis

instead of a three-crew force. It was the contention of the grievants that the electrical sequence employees should have been scheduled for forty hours on five days in each week since the electrical coverage was spread over fifteen and sixteen turns respectively in the two-week period in question. It was the contention of the Union that with a fifteen and sixteen turn schedule the Company could not reduce the work week to thirty-two hours and, under the prevailing circumstances, the Company was contractually obligated to provide the nine most senior employees in the sequence with five shifts of work in each of the two weeks in question and all other employees in the sequence should have been considered to be "extended operations employees" who would have to step back to the labor pool if their services were not required for the performance of work in their sequence. The Union contended that no contractual exceptions were applicable and that the scheduling procedure followed by the Company was in violation of the provisions of the Agreement and understandings reached between the parties following the issuance of an earlier arbitration award based upon similar contentions.

The Company contended that there were no extended operations employees in the electrical sequence and all twelve employees were properly in the sequence, had been scheduled on an identical basis for a number of years, and that they had never been scheduled on a four-crew basis. The Company contended that it utilized the services of the employees in the same manner as they had been scheduled for a period of many years. The Company contended that it was under no contractual obligation to treat a portion of the employees

in the sequence as extended operations employees subject to removal during a fifteen or sixteen turn schedule in the two-week period in question.

The issue arising out of the filing of the grievance became the subject matter of this arbitration proceeding.

DISCUSSION

The Union contended that the contractual language upon which it relied is clear and unambiguous. The Union contended that 10" mill electrical sequence employees were scheduled to work thirty-two hours per week (in the two weeks in question) despite the fact that there was no reduction in operations in the sequence below fifteen turns. The Union contended that, in effect, a fourth crew was scheduled in the sequence to work the extra turns which were not manned because of the reduction in the work schedule to thirty-two hours for each sequential employee in violation of the following language appearing in Article 13, Section 9, of the Agreement:

"...at any time when such a sequence or portion of a sequence is scheduled for fifteen (15) turns per payroll week employees shall be displaced from the sequence to a 15-turn level and scheduled on a three-crew basis."

The Union contended that there were extended operations and that the Company had no right to utilize a fourth crew to share work at a level of fifteen turns or above.

The Union called attention to the position adopted by the Company in Grievance No. 9-L-10, and it contended that the Company had taken a position that any force of electrical employees (at the 10" mill) above nine employees constituted the use of extended operations personnel. It was the contention

of the Union that the award in Inland No. 167 supports the Union's contention in this case and the most senior employees should have been scheduled to work five days until all maintenance turns were covered and those employees whose services could not be utilized (extended operations employees) should have been stepped back to the labor pool.

The Company contended that Inland Award 167 was not applicable in the instant case since that award was issued in 1954 and interpreted contractual language that has been changed and modified on a number of occasions. The Company contended that in any event, Award No. 167 concerned itself with the question of the temporary or permanent nature of "fill-in" turns and under the current Agreement Article 13, Section 6-c, defines as permanent those vacancies created by operations above fifteen turns per payroll week.

The Company further contended that Grievance No. 9-L-10 bears no relationship to the fact situation in this case. The Company contended that Grievance No. 9-L-10 concerned itself with a claim of an existing crew size on an 8:00 to 4:00 production turn. The Company contended that in that grievance the Union requested that four electrician sequence employees be scheduled on a day turn in accordance with an "alleged practice." The Company contended that when the facts failed to support the Union's contention of the existence of an alleged practice, the Union withdrew that grievance. The Company contended that its position in this case is not in any way inconsistent with the position that the Company took in Grievance No. 9-L-10.

The evidence is conclusive in several respects. Although the Union contended that there were nine employees in the sequence scheduled on a three-turn basis, the facts indicate otherwise. Since at least January of 1968,

there have been twelve employees in the sequence in question and those employees were not scheduled on the basis of a, b, c turns. Unlike the scheduling for the rolling operations at the 10" mill where the employees were divided into crews, the electrical sequence employees were scheduled by name and not by crews. Since 1968 the twelve employees who achieved sequential rights worked the available turns and shared the overtime scheduling. The work was divided among the twelve employees irrespective of whether they were scheduled on fifteen turns or upwards of twenty turns per week. The Union's contention that non-sequential employees were permitted to work in the two weeks in question cannot be supported by the evidence in the record.

Under ordinary circumstances twelve employees in the sequence are scheduled on the three shifts per day. Three employees generally work in conjunction with the rolling operations and the additional employees are utilized for other work that may be required in connection with the maintenance of equipment in the mill. The evidence supports the Company's contention that twelve electrical employees are required "under present conditions" to perform the regular electrical maintenance work at the 10" mill department and a fourth crew does not exist. There are no extended operations being performed within the twelve-man complement utilized by the Company since 1968 as permanent members of the sequence.

Based upon the undisputed facts in the record, the arbitrator must find that in the two-week period in question the Company scheduled the electrical forces at the 10" mill in a manner which did not constitute a violation of any of the applicable provisions of the Agreement. The grievance will, therefore, be denied.

AWARD

Grievance No. 9-M-31

Award No. 658

The Company did not violate any of the provisions of Article 13 of the Agreement between the parties by the manner in which it scheduled the 10" mill electrical sequence employees in the weeks of April 20 and 27, 1975. The grievance is hereby denied.

Bert L. Lockie

ARBITRATOR

March 29, 1979

CHRONOLOGY

Grievance No. 9-M-31

Grievance Filed	July 1, 1975
Step 3 Hearing	December 10, 1975
Step 3 Minutes	January 7, 1976
Step 4 Appeal	January 14, 1976
Step 4 Hearings	November 9, 1977 October 12, 1978 November 20, 1978
Step 4 Minutes	February 2, 1979
Appeal to Arbitration	February 8, 1979
Arbitration Hearing	March 6, 1979
Date of Award	March 29, 1979