

Award No. 675
In the Matter of the Arbitration Between
INLAND STEEL COMPANY
AND
UNITED STEELWORKERS OF AMERICA
AND ITS LOCAL 1010

Grievance No. 22-N-16

Appeal No. 1280

Arbitrator: Burt L. Luskin

December 7, 1979

INTRODUCTION

An arbitration hearing between the parties was held in Harvey, Illinois, on November 1, 1979.

APPEARANCES

For the Company:

Mr. J. T. Surowiec, Labor Relations Coordinator

Mr. T. L. Kinach, Arbitration Coordinator, Labor Relations

Mr. R. H. Ayres, Manager, Labor Relations, Industrial Relations

Mr. D. R. Hibbs, Assistant Superintendent, Electrical

Mr. G. G. Lapham, General Foreman, Instrument Service, Electrical

Mr. W. F. Kayes, General Foreman, Instrument Service, Electrical

Mr. T. Surig, General Foreman, Instrument Service, Electrical

Mr. R. T. Larson, Labor Relations Coordinator

For the Union:

Mr. Theodore J. Rogus, Staff Representative

Mr. Joseph Gyurko, Chairman, Grievance Committee

Mr. Don Lutes, Jr., Secretary, Grievance Committee

Mr. Ken Gillie, Griever

Mr. Jim Papay, Griever

Mr. Raymond Lopez, Griever

Mr. Mike Mezo, Griever

Mr. James L. Leighty, Grievant

BACKGROUND

The parties entered into a local settlement agreement that became effective by its terms on August 1, 1977. That agreement incorporated the agreements reached between the parties in their local issues negotiations. Approximately 139 local issues were resolved, including the resolution of an issue that resulted in the establishment of a system whereby employees in trade-crafts & maintenance sequences would be provided with an opportunity to exercise claims for steady day picks in those sequences where the Company has established a steady day turn. There were at that time approximately 143 employees who were journeymen Instrumentation and Control Technicians in the Electrical Department's Instrument Shop Sequence. 128 out of the 143 employees in that journeyman classification worked steady day turn assignments. 15 employees in that classification were working "shift work." The 15 employees on shift work rotated among the three shifts. 12 or 13 of the 15 journeyman on shift assignments were assigned to work on the day turn and approximately 2 or 3 out of the 15 worked on the afternoon or the night shift of work.

In order to implement the procedures set forth in the agreed-upon resolution of the local issue, the Company prepared and distributed forms identified as steady day turn applications for trade, craft and maintenance sequences. Approximately 55 employees in the Instrument Shop Sequence submitted applications indicating their desire to receive assignments on steady day turns in accordance with the pick system. No changes in assignments were made. Discussions were held between supervisors and several journeymen who had filed steady day turn applications concerning the Company's failure to implement the procedures. A grievance was thereafter filed (No. 22-N-16) by J. Leighty and T. Clarkson contending that they were filing the grievance on behalf of the instrument service section of the Plant #2 Electrical Shop. The grievance contended that the Company was not making any effort to recognize the applications submitted for steady days (by seniority) "as per Memorandum of Understanding between the Inland Steel Company and the United Steelworkers of America, Local 1010." The grievance requested that applicants be assigned to "steady days" by seniority and the grievants contended that the Company had violated the

provision of Article 3, Section 1, and the Memorandum of Understanding referred to in the local agreement.

On or about January 8, 1978, the Company informed the journeymen in the Instrumentation and Control Technician classification that all employees in the classification would thereafter be assigned to work shifts and there would no longer be anyone assigned on steady days. Assignments were thereafter made on that basis and the original grievance filed by Leighty and Clarkson protesting the Company's failure to implement the August 1, 1977, resolution of the local issue relating to steady day pick system for the classification in question, was processed through the grievance procedure and the issue arising therefrom became the subject matter of this arbitration proceeding.

DISCUSSION

The basic facts are not in dispute and have been set forth in the background portion of this opinion and award. The applicable provision of the Local Agreement (effective August 4, 1977) is hereinafter set forth as follows:

"STEADY DAY PICK SYSTEM

TRADE-CRAFTS & MAINTENANCE SEQUENCES

"Subject to the limitations for implementing this provision set forth below, in sequences where the company has established a steady day turn trade, Craft & maintenance force, qualified employees in the sequences shall have the right to claim such steady turn assignments by filing such a request in writing with the department superintendent. Such assignments shall be made in accordance with Section 1 of Article 13, provided, however, the company may defer such request to fill assignment on the steady day turn maintenance force for a time sufficient to arrange a replacement if such assignment would result in an undue dilution of experienced employees on the afternoon or midnight turns. An employee may submit a claim for such steady day turn assignment not more frequently than once every six months.

"In implementing the foregoing, no more than 25 percent of the steady day turn job assignments may be claimed during the period August 1, 1977, to January 31, 1978, no more than 50 percent of such job assignments may be claimed during the period February 1, 1978 to July 31, 1978, nor more than 75 percent of such jobs may be claimed during the period August 1, 1978 to January 1, 1979 and thereafter 100 percent of such jobs may be claimed."

The Company contended that there were sound management reasons for placing all employees in the Instrumentation and Control Technicians classification on shift work. The Company contended that there was a growing need for the utilization of employees on the afternoon and night shifts, and that the application of principles of fairness and equity, coupled with the need for experienced personnel on all three shifts, led the Company to conclude that the time had come for the elimination of steady day jobs and the placement of all 143 employees in the classification on shift work.

The Company contended that it had been contemplating scheduling all employees in the classification on shift work for a period of some ten years and had delayed the change in scheduling procedures because of divergent opinions among members of management. The Company contended that in the latter part of 1977 it became evident that full coverage in all departments would have to be established because of operational needs and the Company contemplated that expansion of facilities requiring the around-the-clock coverage for employees in this classification would result in a growing need for complete coverage on the afternoon and night shifts.

The Union contended that it had sought the institution of a steady day pick system for trade and craft and maintenance employees for some twenty years. The Union contended that in classifications where there were significant numbers of employees utilized on day turns, inequities had developed whereby employees with seniority were being deprived of the opportunity to work days and were consequently being deprived of the opportunity for available overtime assignments. The Union contended that the matter had become of such serious significance that it was referred to as a "strike issue" in Local issue negotiations in 1977, and the Union believed that the inclusion of the provision in question as a part of the Local Agreement would resolve the problem.

The Union contended that the Company had changed the scheduling as a means of circumventing the 1977 Local Agreement. The Union contended that the decision made by the Company was illogical, inequitable and constituted a violation of the principles negotiated between the parties in August, 1977. The Union pointed to the fact that less than fifteen employees out of 143 in the classification are on the afternoon and night shifts at any one time. The Union contended that since all employees in the classification are journeymen, it must be assumed that they are all capable of performing any assignment within their classification, in any part of the plant, and at any given time irrespective of the shift to which they may be

assigned. The Union contended that it would have been a relatively simple matter to have applied and to have honored the pick system without in any way impairing the Company's ability to assign competent and experienced employees on all shifts. The Union pointed to the fact that only four employees are on the night shift and four are on the afternoon shift so that in each week only ten employees are working shift work instead of day work. The Union pointed to the fact that there was no reasonable need to institute compulsory shift work for the entire classification when every employee in the classification would thereby be subject to afternoon or night shift work for a period of between two weeks and six weeks in each year. An issue arose between the parties in 1974 when the Company scheduled some employees for the same classification on a three-turn basis at the No. 2 BOF. A grievance was filed protesting the assignment on the basis that a practice had existed whereby employees in that classification had been scheduled "only on the day turn." The issue arising out of that grievance was heard in arbitration by Umpire Cole and became the subject matter of an award (Award No. 624) issued by Umpire Cole on December 11, 1975. Umpire Cole denied the grievance after ruling that a scheduling practice cannot serve to preclude the Company from exercising its contractual right to schedule. He found that the Company had the right to abandon its previously-followed schedules and to establish schedules which it deemed necessary for the operation of the department. He found that the Company had a right to take steps to reduce its needs for overtime work and to take scheduling steps necessary to cover its increased need for the services of employees in that classification.

The Company has also contended that in the instant case, the assignment of employees on the afternoon and night shifts and the utilization of all employees to share the shift work has been responsible for a substantial and significant reduction in the need to call out the employees in the classification to cover emergency problems that arise throughout the entire plant.

The Local Agreement between the parties becomes applicable in those instances where the Company has established a "steady day turn trade, craft and maintenance force. . . ." Where the Company has established a steady day turn trade, craft and maintenance force, the mandatory language of the Local Agreement requires that the steady day pick system be implemented in accordance with the procedures set forth in that Agreement. The Company did initially follow the mandates of the steady day pick system when it notified employees that it would receive applications. The fact that the applications received were not acted upon prior to January 1, 1978, did not constitute a violation of the Agreement. The Company eliminated the steady day shift prior to the date on which the steady day pick system would have had to become effective and its failure to honor the applications did not, therefore, constitute a violation of the Agreement.

The principles enunciated by Arbitrator Cole in Award No. 624, involved the same Company, the same department, and the same classification. They would have equal application in this case. If the Company had the right to schedule employees on afternoon and night shifts instead of on steady days, then and in that event it had the right to change the schedules and to require all employees in the classification to become subject to shift work assignments. Having made that determination, the Company was no longer mandated by the steady day pick system agreement to provide applicants with the opportunity to work steady days under circumstances where all employees in the classification had become subject to shift rotation scheduling.

The arbitrator cannot find from the evidence in this record that the Company acted in an arbitrary or capricious manner designed to evade or to improperly circumvent its obligations under the steady day pick system. The fact remains that the Company believed that its operational needs and requirements justified the elimination of steady day assignments and the substitution of shift assignment principles under circumstance where all employees in the classification would become subject to shift rotation.

The arbitrator is, therefore, required to find that the scheduling procedure adopted by the Company in this case did not constitute a violation of the 1977 local Agreement establishing the steady day pick system for trade-crafts and maintenance sequences.

For the reasons hereinabove set forth, the award will be as follows:

AWARD

Grievance No. 22-N-16

Award No. 675

The grievance is hereby denied.

/s/ Burt L. Luskin

ARBITRATOR

December 7, 1979