Award No. 707
In the Matter of the Arbitration Between
INLAND STEEL COMPANY
AND
UNITED STEELWORKERS OF AMERICA
AND ITS LOCAL UNION 1010
Grievance No. 17-P-3
Appeal No. 1312
Arbitrator: Bert L. Luskin
November 10, 1981

INTRODUCTION

An arbitration hearing between the parties was held in Harvey, Illinois, on September 21, 1981. The parties submitted pre-hearing briefs.

APPEARANCES

For the Company:
Mr. R. B. Castle, Senior Representative, Labor Relations
Mr. R. T. Larson, Arbitration Coordinator, Labor Relations
Mr. R. H. Ayres, Manager, Industrial Relations, Labor Relations
Mr. T. L. Kinach, Assistant Superintendent, Labor Relations
Mr. R. Vela, Administrative Assistant, Labor Relations
Mr. J. J. Spear, Senior Representative, Labor Relations
Ms. N. McDowell, Representative, Labor Relations
Mr. S. Ratkay, Electrical General Foreman, No. 1 & 2 Cold Strip Mill
For the Union
Mr. Theodore J. Rogus, Staff Representative
Mr. Joseph Gyurko, Chairman, Grievance Committee
Mr. William Gailes, Vice Chairman, Grievance Committee
Mr. Don Lutes, Secretary, Grievance Committee
Mr. Kermit Ray, Griever
Mr. Joe Sowa, Griever
Mr. Kenneth Merrel, Assistant Griever
Mr. Richard Melton, Grievant

BACKGROUND

Richard Melton is an established electrical technician in the Electrical Sequence in the Coil Processing Department. The classification of electrical technician is the highest classification among the five classifications included within the Electrical Sequence.

In May, 1980, the Company instituted a curtailment of operations throughout the plant occasioned by prevailing economic conditions. After a reduction in forces, the Electrical Sequence maintained a forty-hour work week for all of the remaining sequential employees within the Sequence.

The Coil Processing Department (including the Electrical Sequence) was unable to apply the work sharing provisions of Article 13, Section 9-a-(1) (b), of the Collective Bargaining Agreement because of a mutual Agreement applicable to the Coil Processing Department. That Agreement terminated concurrently with the termination of the August 1, 1977, Collective Bargaining Agreement on July 31, 1980.

In the week of August 3, 1980, all employees within the fifteen-turn complement were then scheduled to work for thirty-two hours per week. The Company established that schedule based upon the application of the language appearing in Article 13, Section 9-a-(1) (b). After all sequential employees were scheduled, it became necessary to fill four additional turns within the work week. The Company allocated those additional turns on a rotating basis. The four employees with the highest sequential standing in the Sequence were scheduled to receive forty hours of work in that work week. In the following week (the week of August 10, 1980) the same procedure was followed with respect to the scheduling of thirty-two hours per week for each employee. The four additional turns that had to be filled were then allocated to the next lower sequential employees in order of standing. Those four employees, therefore, worked forty hours in that week.

In the weeks subsequent to the week of August 10, 1980, the Company continued to allocate the four additional turns of work on a rotating basis among all of the scheduled sequential employees, thereby

providing all scheduled sequential employees with thirty-two hours of work in each work week and, in addition thereto, the extra turns were filled by the rotational procedure adopted by the Company.

A grievance was filed by Melton (Grievance No. 17-P-3) contending that the Company had violated Melton's seniority rights when, in the week of August 10, 1980, it scheduled him to work four days while an employee with less seniority was scheduled to work five days. Melton requested that he be paid all moneys lost as a result of the "unfair action" taken by the Company, and he requested that the Company honor his seniority rights in future schedules. The grievance contended that the Company had violated Article 3, Section 1, and Article 13, Sections 1, 3, 4, 6 and 9, of the August 1, 1980, Collective Bargaining Agreement.

The Company contended that the procedure followed by the Company in the scheduling of Electrical Sequence employees in the Coil Processing Department for the week of August 10, 1980, was in compliance with the applicable contractual provisions of the Agreement.

The grievance was thereafter processed through the remaining steps of the grievance procedure and the issue arising therefrom became the subject matter of this arbitration proceeding.

DISCUSSION

The provisions of the Agreement cited by the parties as directly applicable in the instant dispute are hereinafter set forth as follows:

"ARTICLE 13

"SENIORITY

13.45 "SECTION 9. FORCE AND CREW REDUCTIONS DUE TO LACK OF BUSINESS. When it becomes necessary to reduce operations because of decreased business activity, the procedures set forth in paragraphs 'a', 'b' and 'c' shall be followed, unless otherwise mutually agreed between the superintendent of the department and the grievance committeeman of the Union for that area involved:

13.45.1 a. NONCONTINUOUS OPERATIONS EXCEPT TRUCK DRIVER SEQUENCE AND YARD DEPARTMENT (MOBILE EQUIPMENT AND HOOKER SEQUENCES)

13.46 "(1) Sequential occupations (multiple occupation sequences)

13.47 "(a) In reducing operations within a sequence or portion of a sequence, employees will be first stepped back with a sequence toward a 15-turn level of operation in accordance with their standing except that in such a sequence or portion of a sequence where operations have reached a twenty (20) or more turn level and is manned by scheduling four (4) crews, the department superintendent may elect to schedule employees in such sequence or portion of sequence for not less than thirty-two (32) hours per week until two (2) consecutive weeks have been worked for less than twenty (20) turns and more than fifteen (15) turns per payroll week; if being understood, however, that 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.

13.48 "(b) Should a further reduction in operations below fifteen (15) turns per week take place, where practicable, the hours of work within a sequence shall be reduced to not less than thirty-two (32) hours per week before anyone with standing in a sequence is displaced therefrom.

13.49 "(c) Should there be a further decrease in work, employees will be displaced from the sequence according to the seniority status as defined in the following provisions of this Section in order to maintain the thirty-two (32) hour week. Employees will be demoted in the reverse order of the promotional sequence in accordance with the provisions of this Article."

The basic facts are not in dispute and have been set forth in the background portion of this opinion and award.

The Union contended that the procedure adopted by the Company in the scheduling of the forces in the electrical sequence in the Coil Processing Department constituted a violation of Article 13, Sections 1, 3, 4, 6 and 9, of the August 1, 1980, Collective Bargaining Agreement. The arbitrator has analyzed all of those provisions and the contentions advanced by the parties in support of their respective positions, and he must conclude that Article 13, Sections 1, 3, 4 and 6, of the Collective Bargaining Agreement do not bear directly on the issue in this case.

The Union contended that, although the Company would have the right to schedule the forces within the sequence during periods of reduced operations on a basis whereby the available work could be shared by employees in the sequence, the procedure followed by the Company in the instant case violated Article 13, Section 9 a (1) (a). It was the position of the Union that the Company erred when it scheduled an employee with less seniority than Melton to work five shifts in the week of August 10, 1980, when Melton was scheduled for only four shifts of work in that week. The Union based its contention on the fact that the

Company could not have displaced Melton for the fifth turn of work in the week with an employee who had no standing in the classification in which Melton worked.

The Company contended that the work sharing concept established under the language of Article 13, Section 9, and specifically by virtue of the language appearing in reference paragraph 13.48 thereof, would permit the Company to follow the procedure which was followed in this case. The Company contended that the work sharing concept would be applicable to all employees within the sequence and would not necessarily be limited to employees within the sequence who had achieved standing in a classification where a position had to be filled on the basis of the original scheduling.

The parties have a right to enter into an agreement that would limit the Company's right to schedule an employee into a position in a job sequence where that employee has no standing during periods of operational reductions below fifteen turns of work per week. A limitation of that type, however, can be achieved by direct agreement between an appropriate Company official and the contractually-named Union representative for the department in question. That condition may have prevailed within the electrical sequence in the Coil Processing Department prior to August 1, 1980. That agreement, however, that may have constituted the type of limitation sought by the Union in this case, ended when the 1977 Agreement expired on July 30, 1980.

The Union contended that reference paragraph 13.47 would be directly applicable in the instant case. That particular section of the Contract concerns itself with reductions in operation where employees are preliminarily stepped back within the sequence after it had reached a twenty or more turn level. Reference paragraph 13.48 applies directly in instances where reductions in operations have fallen below the fifteen turn per week level.

The work sharing concept is not new. It has been followed and applied under varying sets of facts and circumstances for many years. It is permissive under the terms and provisions of this Collective Bargaining Agreement and the procedure followed by the Company in this instance has been followed in other instances where specific departmental agreements have not been applicable. Arbitrators at Inland have held that the application of the work sharing concept permitted by the Contract would extend to the filling of additional turns that are available to be filled by employees within the sequence. The filling of those turns has not necessarily been limited to employees within a sequence who have achieved standing within a job classification where extra turns of work become available and must be scheduled.

The procedure followed by the Company in this case is not unusual. The employee who was scheduled for an additional turn in the week of August 10, 1980, had less seniority than did Melton, but he was a member of the sequence and he would be eligible for scheduling under the work sharing concept on any position within the sequence which he could fill, even though he had not achieved standing in the classification in which the additional turn became available. If the Union believes that the principle of seniority should be extended so as to cover the situation involved in this case, it must accomplish that result be means of agreement between the parties that would provide (MISSING WORDS FROM ORIGINAL TRANSCRIPT) the added turns of work. The parties could also agree, if they chose to do so, to preclude an employee in the sequence who had not achieved standing within a classification from filling a vacancy in a schedule in such a classification when an employee who has achieved standing in the classification is available to fill such a vacancy.

In the opinion of the arbitrator, the procedure followed by the Company in this case did not constitute a violation of any provision of the Collective Bargaining Agreement.

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

AWARD NO. 707

Grievance No. 17-p-3

The grievance is hereby denied.

/s/ Bert L. Luskin

ARBITRATOR

November 10, 1981