

In the Matter of the Arbitration Between

INLAND STEEL COMPANY)

AND)

UNITED STEELWORKERS OF AMERICA)
AND ITS LOCAL UNION 1010)
_____)

Grievance No. 24-P-16

Appeal No. 1318

Award No. 718

INTRODUCTION

An arbitration hearing between the parties was held in Harvey, Illinois, on May 19, 1982. Pre-hearing briefs were submitted on behalf of the respective parties.

APPEARANCES

For the Company:

Mr. R. T. Larson, Arbitration Coordinator, Labor Relations
Mr. A. Butler, General Foreman, Stores & Trucking Department
Mr. V. Soto, Senior Representative, Labor Relations
Mr. M. O. Oliver, Senior Representative, Labor Relations
Mr. R. H. Ayres, Manager, Labor Relations
Mr. R. Vela, Administrative Assistant, Labor Relations

For the Union:

Mr. Thomas L. Barrett, Staff Representative
Mr. Joseph Gyurko, Chairman, Grievance Committee
Mr. Don Lutes, Secretary, Grievance Committee
Mr. Jack Thill, Griever
Mr. Gregory Mucha, Steward
Mr. Israel Gonzales, Grievant

Arbitrator:

Mr. Bert L. Luskin

BACKGROUND

The maintenance work performed on Stores and Trucking Department equipment is performed at the main garage and at a satellite garage facility. Approximately 100 Stores and Trucking Department craft employees are utilized at the main garage on a three-shift basis. All employees are on rotating shifts at the main garage with the exception of four employees who work steady day turns in accordance with a "pick" system that was originally instituted in 1953 and which has remained unchanged since that time.

Six persons are employed at the satellite garage. The satellite garage operates on a one-shift steady day turn basis. One employee working at the satellite garage is rotated back to the main garage every six months and is replaced by an employee from the main garage. There is one foreman at the satellite garage for the six employees working at that location. There is one foreman for each twenty employees assigned to the main garage. Maintenance work on large equipment can only be performed at the main garage. A variety of equipment maintenance and repairs is performed at the satellite garage. The Company utilizes the services of helpers and mechanic starters, intermediate and standard, at both locations.

In 1977 the parties entered into a Local Settlement Agreement establishing a steady day "pick" system for trade, craft and maintenance sequences. That Agreement provided in part that where the Company established steady day turn assignments within a sequence, those assignments had to be made in accordance with Article 13, Section 1 (Seniority), of the Collective Bargaining Agreement. Under that Agreement procedures were adopted permitting employees to assert seniority for the purpose of claiming (by pick) the steady day turn jobs that had been established by the Company.

In 1980 the parties entered into a Local Settlement Agreement that served to modify the steady day pick provisions. Under the newly adopted procedures, employees could submit applications for those jobs which the Company had designated as steady day turn jobs for the specified periods during each year. That Agreement provided in part that the number of steady day turn assignments, the duration of such assignments, and the jobs to which the employees are assigned "shall continue to be determined solely by the Company."

Historically the Company had designated four steady day turn jobs at the main garage section of the Stores and Trucking Department. The satellite garage became operational in 1979, and it has continued to operate on a one-shift (day shift) basis since that time. The satellite garage is in the same seniority sequence as is the main garage and (with the exception of the size of the equipment being maintained) the mechanical work being performed at that location would be similar to the mechanical work being performed at the main garage.

From the time that the satellite garage became operational in 1979, the Company has used the satellite garage as a means whereby the complement of forces at the satellite garage received training in the performance of maintenance work on various types of equipment with which they may not have been familiar and which they may not have worked on at the main garage. In order to facilitate the training of individuals, the Company rotates one mechanic out of the satellite garage and back to the main garage each six months. The use of one foreman for the six employees at the satellite garage permits much closer supervision and provides the mechanics at that location with a substantially greater degree of supervision than would be available at the main garage where 100 mechanics are employed with a ratio of one supervisor for twenty mechanics.

A grievance was filed by an employee working in the main garage (Israel Gonzales) on behalf of all mechanics. That grievance demanded the right of all mechanics to "pick" a day shift job in the satellite garage in accordance with their respective seniority positions. In essence, the Union contended that the six positions being filled on the day shift at the satellite garage should become subject to the "pick" system established by the parties under the 1980 Local Settlement Agreement. If the Union's position were to be sustained, it would automatically result in increasing the number of steady day turn jobs available for pick from the present four jobs to a total of ten jobs consisting of four jobs at the main garage and six jobs at the satellite garage.

The Company denied the grievance contending that the Company has always retained the exclusive right to determine the number of steady day turn jobs that will be available and the fact that all jobs at the satellite garage are performed on day turn is not relevant. The Company contended that its entire force of mechanics working rotating shifts at the Stores and Trucking Department are rotated through the satellite garage. Each main garage mechanic eventually rotates to a day shift position at the satellite garage. The Company contended that a rotating shift procedure is followed because it provides training opportunities for employees at both locations where they can work on a variety of equipment rather than only the type of equipment that would be coming through the main garage for maintenance.

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

DISCUSSION

The portion of the August 1, 1980, Local Settlement Agreement cited by the parties as applicable in the instant dispute is hereinafter set forth as follows:

the right to determine the number of jobs, the duration of the assignments, and the positions to which employees are assigned under the pick system. When the Company designated the six working positions at the satellite garage as day turn jobs that would not be subject to the pick system, that decision did not constitute a violation of the "steady day pick system" agreement reached between the parties as part of the resolution of the 1980 local issues.

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

AWARD NO. 718

Grievance No. 24-P-16

The Company did not violate any provision of the Collective Bargaining Agreement or of the August 1, 1980, Local Settlement Agreement when it refused to include the working positions at the satellite garage as being subject to pick under the "steady day pick system" The grievance is hereby denied.

Bert L. Luckin
ARBITRATOR

June 28, 1982

of the inception of the operation at the satellite garage in 1979 the jobs were designated as day turn assignments and operated only on the day turn.

There were sound and compelling reasons for the Company's decision to designate the satellite garage as a day turn operation for the six employees who were assigned to that location on a regular basis. It provided the Company with a means of training newer members in the sequence under closer supervision. There were varieties of work being sent to the satellite garage that would not be available for performance at the main garage. In order to assure that opportunities for training would continue to exist, the Company rotated employees assigned to the satellite garage in and out of that facility on a regular basis. The fact that the Company did not include the day turn positions in the satellite garage as positions which would become subject to the pick system, did not in any way constitute a violation of the "steady day pick system" agreement that became effective under the 1980 Local Settlement Agreement. The fact that the Company did not designate the six positions in the satellite garage as being subject to the pick system, did not constitute a violation of any of the seniority provisions of the Agreement.

If the Union's position were to be sustained, it would mean that, although only four positions out of the 100 employees working in the main garage had been designated as eligible for pick, the inclusion of the six positions in the satellite garage would mean an immediate increase in jobs available for the pick system from four positions to ten positions. It is evident that the Agreement between the parties did not contemplate the type of result which the Union seeks to achieve under this grievance.

The arbitrator must find that paragraph 6 of the 1980 Local Settlement Agreement between the parties designated as "steady day pick system" reserved to the Company

As far back as 1966 when former Permanent Arbitrator Cole issued his Award No. 585, he found that seniority could not be applied for the purpose of selecting turns of work. The right of application of seniority for selection of a preferred shift had always been based upon agreements between the parties to implement a "pick system." The craft jobs became subject to a "steady day pick system" under the 1977 Agreement. The Company had at all times prior and subsequent thereto reserved the right to determine the area where a pick system would be applicable, as well as the number of positions which would be made available for "pick" in accordance with the procedures adopted by the parties for the selection of preferred turns.

The 1977 Local Settlement Agreement did not serve to change or modify the basic principles involved in the application of the "steady day pick system." By the same token, the modifications in the 1977 Local Settlement Agreement relating to steady day pick systems that were negotiated by the parties in the 1980 Local Settlement Agreement enunciated the same principles.

Under the provisions of paragraph 6 of the 1980 Local Settlement Agreement, the parties agreed that the number of steady day turn assignments, the duration of such assignments, and the positions to which employees would be assigned "shall continue to be determined solely by the Company."

From the time that the satellite garage became operational in 1979, the Company established the craft positions in that garage as day shift assignments, as distinguished from the three-shift positions which had always existed in the main garage. Within the main garage only four day-turn positions had ever been established as being subject to "pick" in accordance with the procedures that became effective in 1977 under the Local Settlement Agreement. The Company had never permitted the six craft jobs in the satellite garage to be subject to the pick system, and from the date

"STEADY DAY PICK SYSTEM

"1. In sequences where the Company has established a steady day turn trade, craft or maintenance force, a qualified employee may submit an application for available steady day turn work on forms provided by the Company between January 1 and January 15 and between July 1 and July 15 of each year. Such application shall remain in effect unless the employee withdraws the application or his application is canceled pursuant to Item 4 below. An employee who withdraws his application and has not been assigned to a steady day pick assignment may reapply during the next regular application period occurring thereafter.

"2. Except as otherwise provided in the Steady Day Pick System Agreement, available steady day turn work shall be filled effective the first schedule posting after February 15, and August 15 of each year from the list of applicants, in accordance with Section 1 of Article 13 of the Collective Bargaining Agreement.

"3. A qualified employee who wishes to apply for available steady day turn work and who is absent from the plant during the entire application period because of sickness, injury, vacation, leave, or layoff shall be afforded the opportunity to apply within seven (7) calendar days of his return to work in his department. If he is a successful applicant, he will be placed on the steady day assignment no later than four (4) full calendar weeks following his application entry and the most junior employee in terms of plant date previously assigned will be removed from the steady turn assignment.

"4. An employee who after applying and filling a steady day turn assignment requests to be removed therefrom shall submit such request in writing and shall be displaced from such assignment no later than four (4) calendar weeks thereafter. Such employee who had been placed on steady days and then requests to be removed shall have his application canceled and shall be barred from reapplying for steady day turn work for the balance of the six-month period in which he was removed and for one additional consecutive six-month period.

"5. Schedules required to implement the provisions of 2, 3, and 4 above shall be deemed to be schedules mutually agreed to for the purposes of Section 3-a-(4), marginal paragraph 11.9, of Article 11 of the Collective Bargaining Agreement.

"6. The number of steady day turn assignments, the duration of such assignments, and the jobs to which the employees are assigned shall continue to be determined solely by the Company."

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

CHRONOLOGY

Grievance No. 24-P-16

Grievance filed	September 30, 1980
Step 3 hearing	April 8, 1981
Step 3 minutes	May 1, 1981
Step 4 appeal	May 15, 1981
Step 4 hearing	September 25, 1981
Step 4 minutes	January 19, 1982
Appeal to Arbitration	January 22, 1982
Arbitration hearing	May 19, 1982
Award issued	June 28, 1982

GRIEVANCE FILED
JUN 28 1982
AM
617189140 4111111111 518

A