

Arbitration Award No. 748  
IN THE MATTER OF ARBITRATION  
Between  
INLAND STEEL COMPANY  
Indiana Harbor Works  
and  
UNITED STEELWORKERS OF AMERICA  
Local Union No. 1010

Grievance No. 25-P-56  
Arbitrator: Clare B. McDermott  
Opinion and Award  
August 19, 1985

Subject: Administration of Steady-Day-Pick System.

Statement of the Grievance: "The Company is circumventing the Memorandum of Agreement on the steady day pick system by allowing junior employees (plant date) to be scheduled on steady days.

Group - 80" HSM Mechanical

That the Company comply with the present agreement and the memorandum on steady days.

Violation is claimed of Article 3, section 1, 13 section, 1, Memorandum on Steady Days."

Agreement Provisions Involved: August 1, 1980 Steady Day Pick System Agreement and Article 13 of the August 1, 1980 Agreement.

Statement of the Award: The grievance is denied.

Grievance Data

Grievance Filed: September 30, 1982

Step 3 Hearing: November 11, 1982

Step 3 Minutes: December 14, 1982

Step 4 Appeal: December 27, 1982

Step 4 Hearing(s): February 23, 1983; April 28, 1983; May 5, 1983; July 7, 1983; March 15, 1984

Step 4 Minutes: July 13, 1984

Appeal to Arbitration: July 13, 1984

Arbitration Hearing: July 25, 1984

Transcript Received: January 11, 1985

Appearances

Company

J.A. Nielsen -- Coordinator, Labor Relations

R. B. Castle -- Arbitration Coordinator, Labor Relations

W. A. Jannausch -- Assistant Superintendent, 80" Hot Strip Mill

M. O. Oliver -- Coordinator, Labor Relations

Union

Thomas L. Barrett -- Staff Representative

Joseph Gyurko -- Chairman Grievance Committee

Don Lutes -- Secretary Grievance Committee

Tom Hargrove -- Steward

William Shaw -- Witness

Gilbert Torres -- Witness

Araldo Manzo -- Griever

Frank Lesniak -- Witness

Charlie Hence -- Witness

BACKGROUND

This grievance from the 80" Hot Strip Mill of Indiana Harbor Works claims violation of Articles 3, Section 1, and 13, Section 1 of the August 1, 1980 Agreement and of the August 1, 1980 Local Settlement Agreement in Management's reducing the number of assignments subject to the Steady Day Pick System in the Mechanical Sequence and, at the same time, establishing a six-month, rotational-training program under which shift workers are assigned serially to temporary day-turn training assignments, irrespective of seniority.

In the Mechanical Sequence there are, possibly among other jobs, a craft job of Mill Mechanic (Job Class 18) and a different craft job of Mechanical Technician (Job Class 21). The Mill Mechanic has a three and

one-half year Apprentice Program and, in order to become a Mechanical Technician, it is necessary first to be a Mill Mechanic. In 1982 there were 154 employees at or above the Mill Mechanic craft, with 139 on that job and 15 on the Mechanical Technician job.

For some years there have been many incumbents of each job, both of which must be filled on all turns. Day turn is by far the most desirable, and as part of the August 1, 1977 Local Settlement Agreement, the parties negotiated the following provisions regarding a steady-day-pick system for scheduling employees to steady-day assignments:

"Steady Day Pick System Trade, Craft and 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 or maintenance force, qualified employees in the sequences shall have the right to claim such steady day 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 no more frequently than once every six months.

"In implementing the foregoing, no more than 25% of the steady day turn job assignments may be claimed during the period August 1, 1977, to January 31, 1978, no more than 50% of such job assignments may be claimed during the period February 1, 1978 to July 31, 1978, no more than 75% of such jobs may be claimed during the period August 1, 1978 to January 1, 1979 and thereafter 100% of such jobs may be claimed."

The parties adopted a new and different arrangement in the August 1, 1980 Local Settlement Agreement as follows:

"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 80" Hot Strip Mill has been broken down to three general areas of Management responsibility, each under an Assistant General Foreman. They are the Auxiliary Area, covering cranes, scale pits, furnaces (prior to September of 1982 in the Mill responsibility), and equipment that is not directly related to the mill, itself; the Mill area covering all equipment from the furnaces to the finishing train; and Coilers, dealing with coilers, hotrun-off table coil-handling system, and coil-processing line (prior to September of 1982 in the Auxiliary Area of responsibility).

Employees who wanted steady-day assignments applied under the Steady Day Pick System and were assigned by seniority to the number of slots designated by the Company as subject to that arrangement. In 1982 Management decided that efficiency of maintenance activities would be improved in both the Auxiliary and Coiler areas of the mill by increasing the manning of rotating, turn coverage in those areas. It determined that hiring additional employees was barred by economic limitations and, therefore, it decided to reallocate maintenance coverage among existing forces. Thus, sixteen of the former steady-day slots were discontinued and those employees were redistributed so that each of the four crews assigned to both Auxiliary and Coiler areas was increased by two Mill Mechanics, and eight more rotating-turn positions were included in each of the two areas.

As part of the same considerations, Management recognized that 83 of the 154 employees at or above journeyman level in the Mechanical Sequence had been hired in or before 1960. Accordingly, it saw that by 1990 more than 50 percent of the Mechanical Sequence would have thirty or more years of Company service and, therefore, would be eligible to retire. The Company recognized also that incumbents of both jobs commonly had been assigned to work on equipment in only one specific area of the three general ones. All this was seen as presenting a critical need to arrange a system by which employees would get hands-on exposure to tasks and equipment they otherwise would not perform and work on. This required movement of employees to areas other than their regular one, and Supervision decided the necessary cross-training would be more efficiently provided if done on day turn. Accordingly, some of the steady-day pick assignments were reduced, more employees were assigned to rotating turns, and a portion of the force was assigned to be trained in foreign areas on days, but not subject to the seniority-ranking of the steady-day-pick arrangement.

Prior to September 5, 1982, Management had designated fifty-five slots for the Steady Day Pick System, and fifty-five employees had sought and acquired those positions by seniority. Effective September 5, 1982, the steady-day force in this sequence was reduced from fifty-five to nineteen, made up of eleven Mechanical Technicians and eight Mill Mechanics. Those nineteen continued to be assigned to steady-day slots by seniority. In February of 1983 that was raised to twenty-four (ten Technicians and fourteen Mechanics), steady-day pick assignments, because more were added to the Garage and Dock areas, and the new computer-spares responsibility required more steady-day assignments. The Mechanical Technician steady-day slots were filled in seniority order by those Mechanical Technicians who had applied for a steady-day assignment, and the Mill Mechanic steady-day slots were filled in seniority order by those Mill Mechanics who had applied. Later on one of the Technicians on steady-day pick retired, and no Technician was assigned in his place.

That left 135 (later reduced to 130) employees in the Mechanical Sequence not assigned to steady-day slots. They work rotating shifts, and a training program was begun for them. Management selected fifteen employees from those rotating-shift workers, and they were assigned temporarily on days to one of the then five specific maintenance areas, and that assignment was done without regard to seniority. These areas were the dock, mill, hot run-off table, pipe system, and garage (closed and locked on off turns). Later, a computer-inventory system for tracking spare parts was begun at a cost of 3.5 million dollars, and it was designated as a sixth specific area. That led to addition of three more training slots, for a total of eighteen. The Company says there are three trainers in the dock area, six in pipe systems, three in computer spares, two in the garage, two in the mill, and two at the run-off table.

These temporary training assignments last for six months, during which employees selected by Management work days in one of the specific areas. After that six-month period, they are returned to rotating-shift work, and eighteen other employees who have not yet been in this training program are selected for their six-month tour of training exposure to new processes and equipment. No one has or will receive two consecutive training assignments, nor will anyone receive a second assignment before all have had one exposure. With the present number of rotating-shift employees in this sequence, each may anticipate being assigned to a temporary, six-month training assignment on days approximately once every four years. Management's selection of employees for temporary, day, training assignments is without consideration of seniority. It decides which one will be so assigned each time and the area to which he will be assigned, based upon its assessment of his prior experience, his need for wider exposure to equipment, and its need to use his present skills.

When management reduced the number of steady-day slots subject to the Steady Day Pick System and at the same time assigned eighteen rotating-shift employees to the six-month training slots on days and regardless of seniority, this grievance was filed. It charges violation of the 1980 Steady Day Pick System in

assigning junior employees to the six-month training slots on days, and it requests that Management be directed to comply with the 1980 Steady Day Pick System.

The Union argues that, whatever the labels, the number of steady-day picks supposedly was reduced to nineteen (later twenty-four), which are assigned by seniority, as the 1980 Pick System requires, but eighteen more training slots really are assigned on days, without regard to seniority. The claim is that more steady-day picks are assigned than the nineteen or twenty-four claimed by the Company, since eighteen six-month training slots are being assigned on days and not according to seniority.

The Union says that the great majority of employees in the Mechanical Sequence have progressed through the Apprenticeship Program. It notes that Article VI of the Job Description and Classification Manual says that Apprentices are to be given "representative" work assignments in order to become proficient in all phases of craft work. It is said that those who came out of the Apprenticeship Program are given the standard rate of the Mechanic job. The Union says that status necessarily means that an employee had been fully trained and is qualified and able to perform any and all mechanical assignments without need for any additional training period. The Company's saying that additional training is needed is said to be an admission of its negligence in administering the Apprenticeship Program.

Several Union witnesses said no special training was being given, but that employees simply receive exposure to certain areas, work sites, and equipment. One said the work done under the guise of training has been done under the steady-day-pick system since 1977. He said also that those assignments are done on the two back shifts, as well, so that, if additional training really were necessary, it could as well be done on the 3-11 and 11-7 shifts.

The Union disputes also the Company's treating Technicians and Mechanics as separate groups for purposes of counting seniority ranking for assignment to the twenty-four steady-day slots that still are assigned by seniority. It says that formerly both jobs were lumped into one group and steady-day assignments were made according to seniority within the larger group. It cites the granting of an oral complaint at Step 1 as requiring continuance of that result. The Union notes that now, under the present system, a Technician junior in Company service to a Mechanic can be assigned to a steady-day slot, while the senior-service Mechanic is in rotation, because seniority for steady-day slots now is measured among Technicians and then among Mechanics, separately, and not within the larger group of applicants from both jobs, together, as allegedly was done for about two years before the 1980 Steady Day Pick System Agreement.

The Company answered first that paragraph 6 of the Steady Day Pick System expressly sanctions all it has done here. It says that the number of steady-day turn assignments, their duration, and jobs to which employees will be assigned shall continue to be determined solely by the Company. That is exactly what it did. It determined that the number of steady-day slots would be nineteen, which it later raised to twenty-four.

As to the need for, and reality of, training, the Company says it must be, as it always has been, the sole judge of whether employees need additional exposure to different equipment after they have achieved craft status, and that the fact that it has so decided is no admission of negligence in its administration of the Apprenticeship Program. Mechanics traditionally had been assigned to only one general and specific area of equipment, and Supervision decided it wanted a more broadly experienced mechanical-maintenance force, better able to service all mill areas. Moreover, says the Company, a great number of Mechanical employees did not go through the Vocational Mechanical Program (Apprenticeship Program), but were grandfathered to the Mechanic job when the 80" Mill started up in 1965, when the employees came from the 44" and 76" Mills. The Company says Grievance Committeeman Manzo was not so much against Management's training craftsmen as he was to the fact that the training was being done on day shift.

Management argues that the fact that it has included assignments for this training that formerly were part of the steady-day picks is immaterial. It deleted some of those steady-day slots and assigned employees free of turn restrictions, as allegedly was its right under paragraph 6 of the 1980 Local Agreement.

The Company notes, on the Union's citation of a Step 1 grievance settlement of an oral complaint said to support the Union argument that Technicians and Mechanics must be considered as one large group for application of seniority in the assignment of the steady-day slots, that that citation is pointless for three reasons. One is that grievance was filed in 1978, before the 1980 Steady Day Pick System Agreement. The second is that Article 6, Section 3 (paragraph 6.5) of the Agreement says that the settlement of a complaint at the oral stage of Step 1 shall not constitute a precedent and shall not be relied upon or cited by either party in any other situation or grievance. And the third is that the complaint of that grievance did not state that both jobs had to be treated as one for purposes of assigning steady-day slots by seniority.

The Company cites Inland Award No. 718, in support of its view that paragraph 6 of the 1980 Steady Day Pick System Agreement gives it ample authority to decide, in its sole judgement, to reduce the number of slots available for Mechanical Sequence employees to pick, as part of its effort to provide additional training to other, less senior employees on days.

The Union would parry that thrust by arguing inapplicability of the teaching of that Award on the ground that it, in contrast to the present situation, dealt with a new facility.

The Company says the Steady Day Pick System did not grant a right to any craftsman to be scheduled on steady days. It insists it only allowed employees to exercise seniority for such steady-day assignments as Management decided to designate and to continue. The Company thus insists it has the right under that Agreement to designate, increase, decrease, and eliminate steady-day assignments, subject to the Steady Day Pick System Agreement. It said also that nothing in that Agreement requires that, by virtue of the mere fact that any work is done on a day turn or that it chooses to accomplish certain training functions exclusively on day turn, that they automatically become subject to the pick system. Since the Company excluded the eighteen training assignments from the Steady Day Pick System Agreement, it insists it was under no obligation to consider the seniority of employees it decided would require or benefit from the additional training.

Management says that the training is being done on days because more supervisors are available on day turn, thus reducing the employee-to-supervisor ratio and, consequently, improving the opportunity for coaching and direction, even though it recognizes that journeymen really do the significant training. Moreover, the Company explains that certain tasks are performed solely or primarily on days and, thus, in order to be exposed to such work, it is necessary that the employees to be trained be assigned on days, as well. That would apply to the garage, the mill, the hot run-off table, and the computerized spares-control area.

The Union argues that Management really has a steady-day force larger than the nineteen and later twenty-four slots called by the name, and that the eighteen training slots said to be for training and not assigned by seniority, were in fact eighteen additional steady-day assignments made in violation of the Steady Day Pick System Agreement.

Management disagrees. It insists that designation of positions under paragraph 6 of the Steady Day Pick System is solely within its discretion. It has designated nineteen and later twenty-four such positions, and there can be no more. Thus, no other positions, not being within the Steady Day Pick System, can be chosen according to seniority, since it long has been clear that there is no general right under the Seniority provisions of Article 13 to demand specific turns according to length of service.

The Company agrees that no classroom instruction is given in this exposure program and that no manuals are used. It insists, however, that neither is necessary for the "training" it wants to impart. It seeks to provide hands-on exposure to equipment and processes that Mechanics normally would not encounter in their regular assignments in the past.

As to the alleged impropriety of combining Technicians and Mechanics for administration of the seniority-pick arrangement for the remaining nineteen steady-day pick assignments, the Company notes that the Technician and Mechanic jobs are significantly different. The Technician is at Job Class 21 and is so rated largely because it is responsible, as the Mechanic is not, for planning procedures for maintenance and repair work and for directing and instructing the Mechanical crew in the inspection, repair, and maintenance of equipment.

In deciding on the number eighteen as those to be trained on days for six-month periods. Supervision considered the number of Mechanical employees it needed for an efficient day-turn operation, the number needed to upgrade efficiency in the Auxiliary and Coiler general areas, and the number who reasonably could be trained by the number of already trained employees on days. It arranged in general that the ratio of trainer to trainee would be approximately one for one.

The Company's summary of the temporary training assignments on days since September of 1982 is as follows:

"Training Area	Number Undergoing Training
Pipe Systems ('Systems')	25
Dock	12
Computer Spares ("Computer")*	10
Hot Run Out Table ('HROT')	7
Mill	6
Garage	.6

Total:

66 = 43%

"Note: \* Computer Spares Initiated 2/83"

As to the claimed necessity to train on days, only, the Union notes that Apprentices did not work nor were they trained only on days; they worked all shifts.

Although the Company effort was to give employees exposure to areas, tasks, and equipment they had not experienced before, 80" Mill Assistant Superintendent Jannausch said that it may happen, especially at the dock and computerization-of-spares areas, that an employee already familiar with some work there would be assigned there again for his six-month training period because everybody was going to have to be refamiliarized with those areas since the equipment, tasks and processes had changed so much in recent years. He said, moreover, that the dock and the toolroom were not the same, so that an employee who had worked at the dock and had only unloaded trucks was not at all familiar with the very different work in the toolroom. The witness explained also that, in order not to deplete the day force, in light of illness and vacations, it sometimes was necessary to assign an employee off turns to what has been called a six-month "training" assignment but which in a given case was done simply to provide the necessary skills and ability to fill a day-turn gap. Apparently that was grieved as a violation of seniority, but that grievance is not here now. The Company says that, if such inefficient situations had occurred, the Union brought up none in the grievance proceedings prior to the arbitration hearing.

The 80" Hot Strip Griever (Manzo) said he had been trying from the origin of this dispute to find out from the Company what specific training was being provided to the temporary "trainees," but that he never was given any information that satisfied him. He was shown no formats, no training aids, no guidelines, no outlines for the training. He wanted to be shown a specific skill or skills that each Mechanical employee did not have and would get by taking the "training." He asked for the names of the "trainers" and got none. Manzo cited situations of two employees he said had worked in Coilers for years and who then were assigned to the same area for "training." He referred to another employee in that situation at the dock, four in pipe systems, and one in the garage who had announced that he was going to retire within six months. These occurred in September of 1982 on the first assignments in this program.

Mechanic Shaw said he was in the training session at hearing time, in the dock area, and prior to that, before a period of one and one-half years in the auxiliary area, he had four years in toolroom at the dock, where he now was being "trained." He does not want to be on steady day turn. He says he got no formal training from a supervisor or a Technician or Mechanic. He agrees he picked up something on his own that he did not know how to do before that, through another Mechanic. He agrees he could not have picked up that information on back turns because many such tasks are not done on those turns. This involved processing paper work on the dock, while on the back turns all that is done is unloading of trucks. A steady-day-pick employee on days at the dock taught him this, as he had been instructed to do by his supervisor. The witness then had four months in the training assignment, and he agreed he had not yet mastered all the paper work and did not yet know how to work the computer end of the processes.

Mechanic Torres said he had gone through the Apprenticeship Program ten years ago and had been on the temporary training assignment for six months from March to September of 1983 at the hot run-off table and that he got no training he had not already received. He had been an hourly foreman for three and one-half years in that area. He knew how to build rolls from that experience. The witness said he told the foreman when he was being assigned to the six months of training that he already knew how to do all the work there, but the foreman said he knew that but could do nothing about it.

Mechanic Lesniak had worked in the pipe system for three and one-half years on steady days within nine months before being assigned as a six-month trainee to the pipe system on the first such assignment in September of 1982. He says he received no training during that six months. He also was an hourly foreman in the pipe system.

Assistant Superintendent Jannausch was recalled, and he said that reduction of the steady-day-pick assignments from fifty-five to, originally nineteen and later to twenty-four, necessarily took off days many of the experienced employees who ordinarily would have done the training of others and, therefore, it was sometimes necessary to bring back an experienced person, not to be trained, but to do the training. The witness said, however, that he did not tell those employees that they would be trainers. He said that would explain the assignment, in the beginning of the training program, of employees who already were fully experienced in an area and who were assigned back to the same area. He said that would account also for two employees cited by the Union in the Coilers, and one employee at the dock, plus Lesniak in pipes systems. Jannausch said also that Torres never told him he already was fully trained in duties at the hot run-

off table. If Jannausch had known that, he says he would not have assigned Torres there, since that would have been a waste of a training assignment.

Union witness Lesniak said he was unaware that he was thought of by Management as a trainer. He agreed he had answered questions put to him by "trainees."

#### FINDINGS

Before dealing with the central issue of the legitimacy of the training, it is necessary to treat the Union claim that it violates the 1980 Steady Day Pick System Agreement to consider the seniority standing for assignment to one of the nineteen and later twenty-four slots designated as subject to pick by seniority by counting Technicians and Mechanics as in one large group.

The main prop for that argument was the Step 1 settlement of the oral complaint in a 1978 grievance, but paragraph 6.5 of Article 6 of the Basic Agreement says such settlements shall not constitute a precedent and, moreover, citation of that settlement itself violates that provision, which goes on to say that such settlements shall not be relied upon or cited by either party in any other situation or grievance. Thus, nothing can be gleaned from that settlement, which, in any event, on its face, really does not purport to deal with this issue at all.

The Union then says that, even so, a practice had developed to consider Technicians and Mechanics as one large group for administration of the Steady Day Pick System Agreement. But there was no proof of that and, in any event, they are two separate and distinct jobs, although having some common mechanical duties, and thus there is an obviously sound basis for having Technicians' essential planning and directing activities treated separately from the solely mechanical repair and maintenance duties of the Mechanic. In addition, the prior problem arose under the 1977 steady-day-pick arrangement and not under the very different language of the 1980 Steady Day Pick System, especially the broad provisions of paragraph 6. Thus, no violation of either of the Agreements arose from the Company's treating Technicians' seniority as one group and Mechanics' seniority as another group.

Understanding of the central issue and its resolution here will be furthered by approaching it piece by piece. It is clear at the outset that the Union does not challenge Management's right to decide in good faith that there shall be "X" number of steady day pick positions subject to being chosen by seniority, and to enlarge and reduce that number or to eliminate all such positions entirely. That authority arises from the plain language of paragraph 6 of the 1980 Steady Day Pick System Agreement, as was decided in Inland Award No. 718. It is clear that, if all that had happened here had been the reduction of steady-day-pick slots from fifty-five to nineteen and then an increase to twenty-four, there would have been no grievance or, at least, it likely would not have been brought to arbitration. Thus, it is not simply reduction of the number of steady-day-pick slots that lies at the heart of this dispute.

It is at least equally clear that, if Management simply had decided to establish its training or exposure program for certain employees on all three terms, the problem would not have taken on these proportions. Thus, it is not the training that gave rise to this dispute.

Indeed, the Griever agrees that training employees, that is, exposing them to a decent familiarity with the vagaries and peculiarities of equipment, tasks, and processes at all mechanical-maintenance areas is a sound idea and simply good management, and that would hold even after they had gone through the Apprenticeship Program. Moreover, where it is clear to the Griever that training, that is to say exposure, is necessary because the equipment and processes, or both, are new and different, so that many employees are not familiar with them, he agrees that exposure is sensible and does not challenge this plan there. That covers three of the six areas involved, the computer work with spares because it is new, spindle-building work at the mill because it has changed and is done only on days, and small, mobile-equipment work at the garage, done only on days. Accordingly, it is not even training in the sense of "exposure" that caused this dispute.

It was caused by the reduction of the number of steady-day-pick slots subject to the 1980 Steady Day Pick System Agreement and the practically simultaneous decision to begin a training (exposure) program on days only and not subject to seniority selection. Accordingly, since the Union agrees that Management has the good faith authority to change or eliminate slots under the Steady Day Pick System Agreement and also that it has clear authority to train employees, that is, to expose them to equipment, tasks, and processes that will vary from one area to another, so as to make them better rounded mechanical-maintenance employees, the dispositive issue here is whether it was a proper exercise of that authority to do it solely on days and without concern for seniority.

Even that issue does not cover the whole training program for, as stated above, the Union does not challenge institution of this training program in the computer spares area, the mill, or the garage, and those

areas have accounted for twenty-two of the sixty-six employees so far selected for temporary, six-month training slots, or one-third of those selected.

That brings us to the hinge issue: Is there a real training program, established and carried on in good faith, or is this all a sham, concocted as a guise to enable the Company to evade the 1980 Steady Day Pick System Agreement?

The evidence makes it clear that it is a real training-exposure-program and that it was prompted by a desire to make Mechanical Sequence employees familiar with more areas, equipment, and tasks that they otherwise would not have had any experience with. The Union and Grievance Committeemen Manzo accept that for the three areas mentioned above but not for the other three. They apparently would agree as to all six areas if they could see a formalized training program, with text books, training aids, and guides. But that realistically cannot be demanded. This is not such a structured and ambitious program, and there is no requirement that it be that way in order to withstand the attack of this grievance. Management may train employees in a grand program or in a less ambitious one. Thus, the fact that this is only an exposure plan and not a full-fledged, formal schooling effort is not fatal. Indeed, it usually is the Union that insists that Management move maintenance employees from one specific area to another from time to time so that they may acquire familiarity with the special needs and oddities of equipment at all areas, in order that, should a relative-ability seniority dispute arise in a future promotion, demotion, or layoff situation, the senior employee will not lose out to the junior one on a Company plea that the junior was familiar with this or that special equipment, while the senior was not.

It is necessary to understand on this point that the Union accepts this exposure-training program in three areas, and yet there are no more ceremonial schooling, and books, training aids, or guides in those areas than there are in the three the Union still disputes. Thus, it is clear that the substantive test is the reality of the increase of familiarity with new equipment and not just the formal structure of the exposure effort. Moreover much of the Union attack on this program concentrates on a few (eight) allegedly silly applications of a training program. It says some employees were assigned to be trained on equipment that they had worked with for years.

The Union is right. Those situations are ridiculous, as the Company agrees. But they were very few, even if all Union allegations were to be taken at face value. Eight out of sixty-six selections should not undermine an otherwise sound program, even if all eight were to stand. Not all eight did stand, however. Some were explained satisfactorily by Company testimony, and one was explained by Union testimony. Moreover, even if all had withstood analysis, all but one came in the first selection of the program in September of 1982.

A few Management mistakes when setting up such a program cannot be employed to undercut its very existence. Nor can mistakes, even stupidities, in the beginning of such an effort be taken as evidence of bad faith.

Finally, the Union says this training need not be confined to days. That may be, and the Company does not urge that it could be done only on days. It does say, however, because of workload of back-turn employees and supervisors, routine assignment of Assistant General Foremen as overall coordinators only on days, and, most significantly, the fact that many of the really crucial tasks to be learned regularly are done only on days, that hands-on exposure can be absorbed more effectively on days than on the back turns. That is sufficiently persuasive on the evidence in this record to support the conclusion that the Company's confining the exposure program to day turns was not improper under either 1980 Steady Day Pick System Agreement nor under the general seniority provisions of Article 13.

Accordingly, the grievance must be denied.

AWARD

The grievance is denied.

/s/ Clare B. McDermott

Clare B. McDermott

Arbitrator