

ARBITRATION

Inland Steel Company : Arbitration No. 67
(Indiana Harbor Works) :
and : Grievance No. 16-D-24
United Steelworkers of America, C.I.O. :
Local No. 1010 :

The Submission

The parties submitted the following joint communication to the arbitrator
January 27, 1953:

Mr. John D. Larkin
3300 S. Federal
Chicago, Illinois

Re: Grievance No. 16-D-24

Dear Mr. Larkin:

The Management of the Indiana Harbor Works of the Inland Steel Company and Local Union 1010 of the United Steelworkers of America, C.I.O., have been unable to settle the above numbered grievance, and in accordance with step number 4, under Section 2, Article VIII, entitled 'Adjustment of Grievances,' of the Agreement between the Company and the Union, dated July 30, 1952, the matter is now to be submitted to an impartial umpire for final determination.

The question to be decided in the subject case is whether or not the Company was in violation of Article XIV, Section 6 of the Collective Bargaining Agreement when it denied E. Buchnowski, Check No. 14919, and J. Matuna, Check No. 14927, their request to select a preferential job in accordance with seniority status. A copy of the Collective Bargaining Agreement is enclosed so that you might familiarize yourself with its provisions as regards this particular dispute.

You have been agreed upon by the undersigned to act as arbitrator. We would, therefore, appreciate word from you regarding your willingness to serve. If you are available will you be kind enough to submit a possible date for a hearing during the week of March 2, 1953.

The hearing is to be held in the Labor Relations Meeting Room, Plant 1 Clockhouse of the Indiana Harbor Works Plant of the Inland Steel Company in East Chicago, Indiana, at a time and date mutually acceptable to all concerned. When a date is finally agreed upon, we will advise you with respect to the type of transportation to take from Chicago, and arrange to meet you if necessary. The expense and salary

"incident to the services of the umpire shall be shared equally by the Company and the Union.

Very Truly yours,
INLAND STEEL COMPANY

s/by H. C. Lieberman
Assistant Superintendent
Labor Relations

UNITED STEELWORKERS OF AMERICA

s/by Joseph B. Jeneske"

The hearing was scheduled and held at the Company's offices on March 5, 1953, with the following appearances:

For the Union --

Mr. Fred A. Gardner, Acting for the International Representative
Mr. Peter Calacci, Chairman, Grievance Committee
Mr. James Stone, Grievance Committeeman
Mr. Joe Matuga, the Aggrieved

For the Company --

Mr. W. T. Hensey, Jr., Assistant Superintendent, Labor Relations
Mr. H. C. Lieberman, Assistant Superintendent, Labor Relations
Mr. W. L. Ryan, Assistant Superintendent, Labor Relations
Mr. L. R. Barkley, Divisional Supervisor, Labor Relations
Mr. S. A. Dillon, Divisional Supervisor, Labor Relations
Mr. W. A. Flournoy, General Finishing Foreman, Cold Strip Mill

The following grievance, referred to in the joint letter of January 27, was submitted under date of November 17, 1952. It had been processed through the earlier steps in the grievance procedure.

"The aggrieved Matuga and Buckmowski allege violation of Article XIV, Section 6, of our Agreement by not permitting them to displace two younger men on D-Shipping floor.

"It has been a practice in the Cold Strip to pick preferred jobs within a sequence."

The request is that the Company be ordered to comply with alleged past practice and permit these two employees to pick their jobs (Union Exhibit 1).

The Company denied the request on the ground that, while it has been the practice in the Finishing and Shipping divisions of the Cold Strip to place the senior employees on preferential sequential jobs where vacancies occur, it has not been the practice to allow those with greater seniority to displace persons who have been on particular jobs for many months. Such would be the case if this grievance were given favorable consideration.

Article XIV, provides in Section 6--Local Conditions and Practices, that "This Agreement shall not be deemed to deprive employees of the benefit of any local conditions or practices consistent with this Agreement which may be in effect at the time it is executed and which are more beneficial to the employees than the terms and conditions of this Agreement."

Other provisions of the Agreement which are pertinent are Article VII, Sections 4, 5 and 6.

"Section 4. Sequential Length of Service. Employees shall be regarded as having established continuous length of service within a sequence after thirty (30) turns worked therein on other than fill-in turns for other employees, at which time the date of establishment shall go back to the start of the thirty (30) turns. Continuous length of service standing of employees within a sequence shall be in accord with the respective dates upon which they become established in that sequence, except as such standing is altered or modified by the provisions of the other sections of this Article.

No employee shall hold continuous length of service standing in more than one (1) sequence at one time, and an employee leaving one sequence to enter another shall lose his continuous length of service standing in the sequence from which he transfers after thirty (30) turns worked in the new sequence.

Permanent vacancies (where the previous occupant's length of continuous service is broken because of the application of the provisions of other sections in this agreement) shall be filled through one or the other of the following procedures as determined by mutual agreement between the grievance committeeman and the superintendent of the department involved;

- (a) The departmental management shall maintain and post with the sequences, lists of employees requesting entrance into such sequence.

"When the permanent opening develops, the Company shall fill the vacancy from among the list of applicants for such sequence in accordance with the provisions of Section 1 of this Article. No employee shall be entitled to apply for entrance into more than two (2) sequences at one time, but employees may change from one list of applicants to another as they may individually desire.

(b) The departmental management shall post notices of such vacancies on the bulletin board in the department involved for a period of seven (7) calendar days. Employees in such department may apply for such vacancy in writing and, after the elapse of said seven (7) day period, the Company shall fill the vacancy from among such applicants in accordance with the provisions of Section 1 of this Article. Where an employee is absent from the plant for all of the period of posting by reason of sickness, injury, vacation or leave, he shall be entitled to exercise his seniority rights under this Article to a permanent vacancy so posted upon his return, provided that he applies for the job within seven (7) calendar days following his return.

In all cases, the employee must enter a sequence in the lowest step of the sequence.

Section 5. Departmental Length of Service. Jobs in the labor pool and in single job promotional sequences (considered together as a unit) shall, in each department, be governed by the departmental length of service, but employees in a single job promotional sequence shall not be displaced by employees in the labor pool having longer continuous length of service, unless there are employees in the labor pool with longer length of continuous service in the department who are subject to being laid off, in which cases such employees shall be entitled to move into the single job promotional sequences in accordance with the provisions of this Article. In the labor pool and in the single job promotional sequences, the employees' continuous length of service standing shall be in accord with the respective dates on which they were last employed in the department, except if altered or modified by other provisions of this Article.

Employees who have been in a sequence and are stepped back to the labor pool under the provisions of this Article shall be entitled to jobs in the department labor pool in accordance with their departmental continuous length of service and they shall be recalled to their sequence, when needed, in accord with their sequential seniority.

Section 6. Filling of Vacancies and Stepbacks Within a Sequence.

(a) Promotions. Temporary vacancies shall be filled by the employee on the turn and within the immediate supervisory group in which such vacancy occurs in accordance with the provisions of this Article, except that, where such vacancy is on the lowest job in the sequence, it may be filled by the employee in the labor pool group (including available employees in single job promotional sequences) most

"conveniently available in accordance with their seniority standing. Temporary vacancies which are known to extend over the next work week or longer, or those where no definite information as to the duration of the vacancy has been furnished to the department management by the time schedules for the next work week are posted, shall be filled by the employee within the sequence who is entitled to the vacancy under the provisions of this Article.

Permanent vacancies in jobs more than one step above the labor pool shall be filled by the employee within the sequence who is entitled to the job under the provisions of this Article, except that no employee shall move into a higher job without first having performed the immediately subordinate job, unless another employee entitled to the higher job makes this impossible by waiving promotion.

(b) Waiver of Promotions. An employee may waive promotion by signifying such intention to his supervisor or shall be considered as waiving if he fails to step up to fill a vacancy. Such waivers shall be noted in the personnel records and confirmed by the Company in writing. Employees may withdraw their waiver or announce their intention to fill future vacancies (which the Company shall also note in personnel records and confirm in writing), following which they shall again become eligible for promotion, but an employee who has so waived promotion and later withdraws it as herewith provided shall not be permitted to challenge the future higher sequential standing of those who have stepped ahead of him as the result of such waiver, until he has reached the same job level above (by filling a permanent opening) as those who have stepped ahead of him, at which time his waiver shall be considered as having no further force and effect.

Employees may not enter and withdraw waivers indiscriminately and without good and valid reason.

This sub-paragraph (b) shall not apply to alter existing practices in the Transportation Department.

(c) Stepbacks. All stepbacks within a sequence for any reason shall be in accordance with the provisions of this Article. When such stepbacks are being made, the Company shall not apply the ability factor where the employee has performed the duties of the job for six (6) months or more."

The Superintendent of Labor Relations replied to the grievance in the

Third Step in the following language, from which decision the appeal was taken to the Fourth Step (arbitration):

Mr. J. B. Joneske, Staff Representative
United Steelworkers of America, C.I.O.
1803 Broadway
East Chicago, Indiana

December 29, 1952

re: Gr. #16-D-24, 11-17-52. Cold Strip Mill-(Finishing End)
E. Buchnowski, Check No. 14919 and J. Matuga, Check No.
14927, allege the Company, in violation of Article XIV,
Section 6 of the Collective Bargaining Agreement, pre-
hibited them from displacing two sequentially younger
employees from 'D' Shipping Floor.

Dear Sir:

This grievance alleges that the Company, in violation of Article XIV, Section 6 of the Collective Bargaining Agreement, refused to permit the grievants, E. Buchnowski and J. Matuga, to displace two sequentially younger employees from 'D' Shipping Floor. Article XIV, Section 6 of the Collective Bargaining Agreement, cited in violation, refers to local conditions and practices and is quoted herewith: 'This agreement shall not be deemed to deprive employees of the benefit of any local conditions or practices consistent with this Agreement which may be in effect at the time it is executed and which are more beneficial to the employees than the terms and conditions of this Agreement.'

The request of this grievance that employees be permitted to select preferential jobs in accordance with seniority status is in conflict with the provisions of Article VII relating to seniority although the claim of the union that such a practice has been in effect is erroneous; had such a practice been in effect it definitely would not have been consistent with the agreement, and therefore in violation of the Collective Bargaining Agreement.

It has been fully explained in the First and Second Step replies that the practice in the Shipping Division, Cold Strip Mill, has been to fill preferential assignments wherever practicable with sequentially older employees. This is done in conformity with Article IV of the agreement which provides that the Management of the plan and direction of the working forces, except as limited by the provisions of the agreement, is vested exclusively in the company.

Since vacancies have been filled in accordance with the provisions of Article IV and VII of the Collective Bargaining Agreement, as outlined above, there can be no basis for this grievance the request therein. Grievance denied.

This constitutes a Third Step reply.

LRB:mam
cc: P. Calacci
M. Manula
J. Stone
E. Buchnowski, #14919, Aggrieved Employee
J. Matuga, #14927, Aggrieved Employee

Very truly yours,

R. E. Hoover
Superintendent
Labor Relations"

Further Pertinent Facts

In the Spring of 1948, the Company began a modernization and expansion program, and by 1949 transferred the Cold Strip Department, Shipping Division employees from the old No. 1 to the new No. 2 Cold Strip Mill. The new Shipping Division was divided into four shipping areas, the "A," "B," "C," and "D" floors. One Bundler Checker was assigned to each floor for each turn. At the time this move was made, the Company claims to have given consideration to each Bundler Checker's preference in accordance with sequential seniority. And the Company claims that it was understood that once assigned a Bundler Checker could not displace another Bundler Checker.

After the start-up of the Continuous Galvanizing Line in May 1951, it developed that the Bundler Checkers on "D" Floor, from which the galvanized material is shipped, became the highest paid in their occupation. Thus began the complaints from the Bundler Checkers who had greater seniority than those assigned to the "D" Floor. According to the Company, a similar complaint has come from the Hookers in the Shipping Division who have from time to time requested assignment, on the basis of sequential seniority, to the shipping areas with the lightest workload. The Company claims that it has consistently resisted all such claims as not being according to the Agreement. However, when there are existing vacancies, an effort has been made to allow the senior employees a choice in such matters.

On October 6, 1952, Mr. S. A. Flournoy, General Finishing Foreman, was informed by Mr. Stone, Departmental Grievance Committeeman, that a group of Shipping Division employees had met at the Union Hall and decided that they would ask the Company to permit employees to select preferable jobs in accordance with sequential seniority (Company Brief p. 3). In an effort to give consideration to the wishes of the employees, Mr. Flournoy drew up a form to be used in determining the areas in

which the several employees desired to work. The following is the form circulated:

"NOTICE

CHECKERS---BUNDLERS---HOOKERS.

In accordance with the desires of the majority of the Shipping Checkers, Bundlers and Hookers, it has been agreed to allow the oldest employees to select the floor on which they prefer to work in accordance with sequential seniority. However, when men have been placed on the floors as desired in accordance with sequential seniority, arbitrary changes will not be made.

This change means a possible change of turns. All men involved are requested to make known their desires in respect to floors desired on the following form.

Forms must be turned in to the Shipper by Wednesday October 15th, so that rearrangement of crews can be made for the week of October 22nd.

A Floor	B Floor	C Floor	D Floor
Inspection	66" & 74" Halldens	48" & 54" Halldens	Coils

Signify Floor desired by numbering in rotation. Put numbers under floor desired. All four floors must be designated.

10-8-52

SIGNED _____
DATE _____"

On October 20, 1952, the employees in the Shipping Division were assigned to the areas in accordance with choice, based upon sequential seniority. The result of this was that Metuga, who had been moved to "D" Floor some time prior to this, due to the illness of another employee, chose to remain on the "D" Floor and he continued to work there, by virtue of his seniority. At the same time E. Buchnowski was moved from the "A" Floor to the "D" Floor and displaced Kraft.

Since Kraft was bumped from the "D" Floor by Buchnowski, he raised objections, and the question as to whether these moves were in accord with the seniority provisions of the Agreement was raised. It was decided, after discussions between Grievance Committeemen Stone and General Foreman Flournoy, that the employees should be put back to the areas in which they had worked prior to this assignment by preference.

It was so ordered. Kraft was returned to the "D" Floor and Suchnowski was sent back to "A" Floor. At the same time, Matuga, who had been on "D" Floor, filling the vacancy left by Employee Blandford's illness, was returned to "A" Floor and Blandford, who had been on "D" Floor prior to his illness, was returned to "D" Floor. This was done in spite of the fact that Blandford had returned to work on "A" Floor on August 4, 1952, some two months or more prior to these changes (Company Brief pp. 3-4). That is, Matuga not only had the top sequential seniority (Union Exhibit 3) but also he had been on "D" Floor for approximately six months. From these changes the present grievance arose.

The Issue

Was the Company in violation of Article XIV, Section 6, of the Agreement, when it denied Suchnowski and Matuga, Bundler Checkers, permission to displace Kraft and Blandford, two other Bundler Checkers, from preferential checking assignments on "D" Floor in the Cold Strip Department, in accordance with their sequential seniority?

Discussion

It is easier to understand how this problem arose than it is to prescribe an altogether appropriate answer. There seems to be an accepted practice of moving men up in the shipping sequence from Hooker to Bundler Checker, according to the seniority provisions of Article VII, as quoted above (Company Exhibit "B"). In this there is a certain and well-recognized practice. But when it comes to the choice of floors, in the Shipping sequence of the Cold Strip Mill, there seems to have been no such established practice. From the record we must conclude that this current problem arose after the move to the new quarters in 1948 or '49, and after it was discovered that the "D" Floor had an earnings advantage over the other floors.

Both the Union and the Management appear to have been plagued by demands from the senior employees for moves to the preferential floor. The memorandum drawn up by Mr. Flournoy on October 8, 1952, after discussing this problem with Mr. Stone of the Union, was an attempt to solve the problem. But far from being an established practice protected by Article XIV, Section 6, it seems to have been a temporary expedient which the parties hoped would solve the knotty problem "once and for all."

According to the testimony of Mr. Calacci, this plan would have worked beautifully had not employee Kraft been bumped from his position on "D" Floor by Bucknowski. He raised an objection (Tr. 54-55). Had it gone through it might have become an established and accepted practice. However, Kraft's objection "put a fly in the ointment." The Company decided that it was not in accordance with a much more firmly established policy, recognized in Article VII, of Management's rights to make job assignments, when openings occurred, subject to the generally recognized seniority provisions. In short, the Company saw in this a danger to its prerogatives. It had not been the practice to allow men to pick their jobs, even though senior employees had, in some instances, sought the lighter work assignments on certain jobs and had at times been allowed this privilege. Much less had it been the practice to allow those in a particular job to pick their locations. Thus the Company did not follow through with the arrangement which Mr. Flournoy and Mr. Stone devised. It did not become an established practice.

Since there is no evidence in the record to indicate that there has been an established practice of either allowing men to pick their own jobs, on a strict seniority basis, and no established practice of having the employees in the Shipping sequence choose their locations as to floors (between "A" and "D"), we see no basis for holding that the Company violated Article XIV, Section 6. It is true that the Company must respect seniority rights, and follow sequential seniority in the matter

of promotions and demotions, but as we see Article XIV, there was no violation in the Company's failure to follow through with the tentative plans outlined by Mr. Flournoy following his discussions with Mr. Stone during the first week in October 1952.

The Union has made general claims that on occasions senior employees have "bumped" other employees with less seniority. A few specific instances were cited by Mr. Calacoi; but from the record they appear to have had no direct bearing upon the matter now before us. True, in the process of the increase and decrease of the working force, such displacements do occur. But the record does not show that there has, in the past, been an accepted practice — or "local condition" which requires that senior employees be allowed to choose their preferential floors in the Cold Strip Department.

Award

The Company did not violate Article XIV, Section 6, when it denied Matuga and Buchnowski, Bundler Checkers, permission to displace Kraft and Blandford, two other Bundler Checkers, from preferential assignments on "D" Floor in the Cold Strip Department. The grievance cannot be sustained.

March 31, 1953

John Day Larkin
John Day Larkin, Arbitrator