> earnings on the jobs concerned, and any permanent change in such earnings shall be the basis for realignment of the jobs within the sequence. Where job earnings are approximately equal, the job generally regarded as most closely related to the next higher job shall be the higher in the sequence arrangement.
>
> "The promotional sequence diagrams, together with a list of the employees in the sequence and their relative relationship therein, shall be given to the grievance committeeman for the department involved within said ninety (90) day period, and such grievance committeeman shall confer with the Company regarding any changes therein he deems necessary or desirable. The diagrams and lists proposed by the Company shall be posted upon the bulletin boards in the department involved. Such diagrams and lists shall take effect at the time of posting, subject to being revised under the grievance procedure of Article VIII hereof, beginning with Step 2.
>
> "The diagram lists of employee relationships shall be posted and shall be kept up to date by the departmental management. Where a permanent change in the relationship of jobs in a sequence takes place or new jobs are installed, the sequence diagrams and lists referred to in this Section shall be revised under the principles set forth above."

The above quoted contractual provision first appeared in the 1947 collective bargaining agreement of the parties. This contractual provision, in sum, provides for the establishment of promotional sequences, and further that promotions and demotions within a sequence should be determined on a "sequential seniority" basis instead of by the application of department seniority which had obtained in the prior contracts of the parties.

In accordance with this contractual provision the Company set about the task of establishing the promotional sequences in line with the several criteria provided for in the agreement, i.e., logical work relationships, supervisory groupings, geographic locations, opportunity to train for next occupation, and order of ascending total average hourly earnings.

Since the execution of the 1947 contract the parties have negotiated on the subject of promotional sequences on six different occasions. In none of these

INLAND STEEL COMPANY	)	
	)	
and	)	ARBITRATION PROCEEDING
	)	
UNITED STEELWORKERS OF AMERICA, LOCAL UNION 1010	)	Grievance No. 14-E-2
	)	

DISCUSSION AND AWARD

The undersigned arbitrator was appointed by the parties pursuant to terms of their Collective Bargaining Agreement.

Appearances for the Union: Cecil Clifton, International Representative; Joseph Wolanin, Secretary, Grievance Committee; John Sopko, Grievance Committeeman.

Appearances for the Company: W. T. Hensey, Jr., Assistant Superintendent, Labor Relations Department; W. A. Dillon, Divisional Supervisor, Labor Relations Department; and J. Kaiser, General Slab Yard Foreman.

In the Submission Agreement the parties defined the issue to be decided as follows:

> "The question to be decided by the Arbitrator is whether or not the Company properly denied Grievance 14-E-2, 44"-76" Hot Strip Slab Yard Department, filed October 19, 1954, which contended that the Company had violated the provisions of Article VII, Section 3 of the July 1, 1954 Collective Bargaining Agreement in establishing the Yard, Dock, Scarfing and Crane Sequences in the 44"-76" Hot Strip Slab Yard Department on September 28, 1954."

The contractual provision of which a violation is charged reads as follows:

> "Seniority Sequences. Within a reasonable time after the signing of this Agreement, but not later than ninety (90) days, the various jobs in the bargaining unit within each department shall be arranged by the Company into definite promotional sequences in accord with logical work relationships, supervisory groupings and geographic locations, and such sequences shall be set up in diagram form. It shall be a specific objective to establish such promotional sequences, insofar as possible, in such manner that each sequence step will provide opportunity for employees to become acquainted with and to prepare themselves for the requirements of the job above. The arrangement of occupations within a promotional sequence shall be in ascending order of total average

negotiations, however, was any change made in either the basic provisions or the language of Article VII, Section 3.

The instant grievance arose when on September 28, 1954, and within the ninety (90) day period after the execution of the 1954 contract, the Company rearranged the occupational sequences in question in the 44"-76" Hot Strip Slab Yard Department.

Two supplementary questions immediately arise in connection with the principal question submitted to the arbitrator in the submission agreement: 1. Did the Company have the contractual right under Article VII, Section 3 to change the promotional sequences which it had previously established without there being a "permanent change in the relationship of jobs" in the sequences in question or where no "new jobs are installed"? 2. If the first question is answered in the affirmative, were the newly established sequences inconformance with the several criteria set forth in Section 3, i.e., logical work relationships, supervisory groupings, etc?

UNION POSITION

The sum of the Union's position is that the sequences in question were established and went into effect in 1947 and that employees within the department entered certain sequences for specific reasons "knowing that their continuous length of service status shall be in accord with the respective dates upon which they become established in that sequence" in accordance with the contract. The Union points out that when the Company changes sequences the employees "find themselves in sequences not of their own choosing and with loss of seniority".

It is the Union's contention that the Company ignored the principles and the several criteria set forth in Article VII, Section 3.

In its written statement the Union points out:

"The Dock Sequence before the change was:

Craneman
Scarfer
Gantry Craneman
Inspector
Slab Burner & Driller (Union Ex. 4)

"There are six (6) overhead cranes and two (2) Gantry Cranes in the Slab Yard. Overhead Cranes are in Job Class 10. There are two (2) descriptions and classifications for the Overhead Crane (Union Exhibits 9 and 10). The Gantry Cranes are in Job Class 6 (Union Exhibit 11).

"The Company changed the Dock Sequence by taking the Craneman and Slab Burner and Driller job and placing them in separate single job sequences. This left the Dock Sequence with three (3) jobs:

Scarfer
Gantry Crane
Inspector (Union Exhibit 12)

"The Union contends this action was in direct violation of Article VII, Section 3 because placing the Craneman and Slab Burner and Driller occupation in separate single job sequences defeats contract language which states, in part, quote 'Jobs in the bargaining unit within each department shall be arranged by the Company into definite promotional sequences.'

"The Gantry Crane was and is a logical job to train for the Overhead Crane; also the Slab Burner and Driller job is a logical job to train for scarfing.

"The opportunity to train for the next occupation was eliminated. The order of ascending total average hourly earnings was eliminated and the geographic location of the cranes has always remained the same.

"Supervisory Groupings - The Overhead Cranes in the Slab Yard are supervised by the Turn Foreman. The Dock Hooker was considered the same as the Labor Pool in the past. When the Company rearranged the sequences, the Dock Hooker job was placed in the Yard Sequence. The Dock Hooker (Union Exhibit 13) works with the scarfing crews.

"The Union contends Section 3 was violated when the Dock Hooker was placed in the Yard Sequence.

1. The Dock Hooker's geographic location is on the scarfing docks.

2. He is supervised by the Dock Foreman.

3. Servicing the dock area he has the opportunity to train for the next occupation which is the Inspector job.

"The Union contends with the evidence cited above that

the Company did not meet the criteria of Article VII, Section 3. The Union wishes to point out that from May of 1947 to October of 1954 there were no single job sequences in the Slab Yard Department.

"In 1947 after the parties agreed upon the Slab Yard sequences, seniority lists were posted showing the relative sequential seniority of each employee. The Crane employees know that in the event of decreased business activity or any other stepback, they would descend to Scarfer, Gantry Crane or Inspector. The above mentioned seniority listings were to control the selection of employees for promotions or demotions, lay-offs, etc., within particular sequences. Sequential seniority is the measuring stick for the application of seniority benefits in multiple job sequences. Section 3 makes it mandatory that the Company set up promotional sequences, and outlines in broad dimensions the provisions to be followed. The Union contends the Company has failed to follow the provisions of Article VII, Section 3."

COMPANY POSITION

It is the Company's position that it had the clear and unqualified right to rearrange job sequences within the ninety (90) day period following the signing of the 1954 contract; and further, that the sequences established conform fully and completely with the principles and criteria called for by the contract. The Company contends that the last sentence in Section 3, above quoted, clearly recognizes that changes in established promotional sequences may be necessary from time to time. The Company points to the Union's original statement of the grievance, which reads as follows:

"The Union claims: The arrangement of occupations within a sequence shall be in ascending order of total average earnings on the jobs concerned, and any permanent change in such earnings shall be the basis for realignment of the jobs within the sequence.

"There were no permanent changes in total average earnings on the jobs above to be the basis for realignment of the jobs within the sequence."

And it contends that, "It is quite clear that this provision to which reference is made by the Union in their grievance report can apply only to a sequence requiring revision once that sequence has been established. . ." Such circumstances are not present in the case before the arbitrator. Consequently, the Union cannot logically use this contractual provision to support this position.

The Company maintains that the parties by their past actions have clearly

recognized the rights of the Company to change and revise existing sequences provided the job rearrangements met the criteria of Section 3.

Furthermore, The Company points out that the right of the Company to revise existing sequences within the ninety (90) day period following the execution of successor contracts has been upheld in a prior arbitration award, which in effect held that, "The language of this section (referring to Section 3) provides for a review of sequential diagrams and posted lists within the 90 day period." The Company contends that the same basic question is in issue in issue in these proceedings and, consequently, the arbitrator here is foreclosed from rendering a contrary award.

Finally, it is the Company's position that the only valid challenge which can be made to the newly established sequences would be the Company's failure to follow the criteria set forth in Section 3 and that an examination of these criteria clearly demonstrates the full and complete conformance with them in the setting up of the questioned sequences in the 44"-76" Hot Strip Slab Yard Department.

DISCUSSION

The first question that the arbitrator feels is pertinent to deciding the grievance under consideration involves the right of the Company to change promotional sequences established under aprior contract during the ninety (90) day period following the signing of a successor contract. If the arbitrator were deciding this question anew, he entertains grave doubts as to how it would be decided. There are many contractual provisions which carry over from one contract period to the next of which it can be said that the literal wording of the contract is sublimated by the past practices of the parties in administering the carry-over provisions and the manner in which either party might reasonably expect such a provision to be administered in the future. The arbitrator believes that a strong position could be maintained in support of the proposition that once promotional sequences are established within the

first ninety (90) day period the right to change them in any subsequent ninety (90) day period is conditioned by their coming into being either a "permanent change in the relationship of jobs" or the installation of new jobs which make necessary a revision of the sequences. There would, of course, also be present the undoubted right to revise old sequences or establish new ones where a clear mistake had been made in setting them up originally. It seems to the arbitrator that one could well argue that it was within the reasonable contemplation of the parties to maintain existing sequences once properly established unless some such circumstance arises as enumerated above.

However, there are present, here two compelling circumstances which seem to dictate an opposite conclusion. First, of course, there is the prior arbitration award, and while perhaps from a technical point of view the arbitrator in these proceedings is not bound by the prior award, nevertheless, in the absence of a clear and patent error it would seem injudicious to upset it at this time. In addition, the Union appears clearly to have accepted the prior award as controlling in these proceedings and at the hearing clearly stated its position to be that of challenging the application of the several criteria to the creation by the Company of the new promotional sequences.

In viewing the several jobs in question it is difficult, if not impossible, for the arbitrator to say that but one grouping of the jobs in question is the only one which meets the test of the several criteria set forth in Article VII, Section 3. It seems entirely possible that not only two, but perhaps several groupings of jobs could be established, and yet each of them meet the contractual test. At first blush the setting up by the Company of single job promotional sequences seems to defeat the purposes of sequential seniority, however, the Company pointed out that several such sequences had already been established and were unchallenged by the Union; and further, after a first hand viewing of the jobs in question, the arbitrator can well understand the distinct possibility of such

a sequence being necessary in the instant case.

Without regard to the arbitrator's view of the advisability of readjusting sequences already established under a prior contract in the absence of some change or mistake making it necessary, the arbitrator cannot find that the newly established promotional sequences here in question are violative of any of the applicable criteria called for by Section 3. In so finding, the arbitrator does not mean to say that the promotional sequences which existed prior to the change and contended for by the Union do not equally meet the selfsame criteria. But, where both sets of job groupings properly meet the test and it having already been conceded that the Company had the right to rearrange sequences within each successive ninety (90) day period under the present contract language, the arbitrator would be clearly injudicious, if not lacking in authority, to elect one from among several criteria, each of which meets the contractual test.

For the reasons above stated the grievance is denied.

AWARD

The Company did not violate Article VII, Section 3 of the July 1, 1954 Collective Bargaining Agreement in establishing the Yard, Dock, Scarfing and Crane Sequences in the 44"-76" Hot Strip Slab Yard Department on September 28, 1954.

Respectfully submitted,

/s/ Philip G. Marshall
Philip G. Marshall
Arbitrator

December 31, 1956.