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7/18/56

ARBITRATION

Inland Steel Company :
an : Grievance No. 13-E-10
United Steelworkers, : Arbitration No. 148
Local 1010 :
V11-3

The Submission to Arbitration

The parties, being unable to resolve the above grievance, exhausted the Second and Third Steps of the grievance procedure and jointly requested the services of the Arbitrator, March 14, 1956. The question presented is as follows:

"Did the Company properly deny Grievance 13-E-10, 76" Hot Strip Department, filed October 13, 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 No. 1 and No. 2 Streine Sequences in the 76" Strip Department on September 28, 1954?"

By agreement the hearing was held at the Company's office, Indiana Harbor Works, East Chicago, Indiana, April 6, 1956. The following appearances were made:

On behalf of the Union—

Mr. Cecil Clifton, International Representative
Mr. Fred A. Gardner, Chairman, Grievance Committee
Mr. Arthur Vasquez, Grievance Committeeman
Mr. Martin De Witt, Grievant
Mr. Andrew Barabas, Grievant

On behalf of the Company--

Mr. W. T. Hensey, Jr., Assistant Superintendent, Labor Relations
Mr. Joseph Berbely, Divisional Supervisor, Labor Relations
Mr. T. J. Davitt, General Finishing Foreman, 76" Hot Strip Department

A transcript was prepared by LaSalle Reporting Service and the parties were granted permission to file post-hearing summary statements. These were received by the Arbitrator by May 8, 1956, at which time the record was closed.

Background of the Dispute

The parties made effective a new Agreement July 1, 1954. In this Agreement, Article VII, Section 3 contains the following two pertinent paragraphs:

"Section 3. 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 earnings on the jobs concerned, and any permanent change in such earnings shall be the basis for realignment of the jobs within the sequences. 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."

Pursuant to this the Company posted the seniority sequences in the 76" Hot Strip Mill early in September 1954 (Company Exhibit "A"; Union Exhibit 3). On October 13, 1954, the instant grievance was filed, claiming a violation of Article VII, and particularly Section 3, on the ground that the promotional sequence as posted "does not provide opportunity for employees to become acquainted with and to prepare themselves for the requirements of the job above."

The grievance was denied at the Second and Third Steps on the ground that the new promotional sequence diagram complied with all of the criteria specified in Section 3 of Article VII (Union Exhibit 1; Company Exhibit "C").

The Union's Position

Our attention is called to the Preamble of Article VII, and to Section 1 of the same Article, which are as follows:

ARTICLE VII Seniority

"The Company and the Union recognize that promotional opportunity, job security when decrease of forces takes place, and reinstatements after layoffs should merit consideration in proportion to length of continuous service. It is also recognized that efficient operation of the plant greatly depends on the ability of the individual on his particular job.

"Section 1. Definition of Seniority. Employees within the bargaining unit shall be given consideration in respect to promotional opportunity for positions not excluded from said unit, job security upon a decrease of forces, and preference upon reinstatement after lay-off, in accord with their seniority status relative to one another. "Seniority" as used herein shall include the following factors:

- (a) Length of continuous service as hereinafter defined;
- (b) Ability to perform the work; and
- (c) Physical fitness.

"It is understood and agreed that where factors (b) and (c) are relatively equal, length of continuous service as hereinafter defined shall govern. In the evaluation of (b) and (c) Management shall be the judge; provided that this will not be used for purposes of discrimination against any member of the Union. If objection is raised to the Management's evaluation, and where personnel records have not established a differential in abilities of two employees, a reasonable trial period of not less than thirty(30) days shall be allowed the employee with the longest continuous service record as hereinafter provided."

Next the Union calls our attention to its Exhibit 5, the promotional sequence diagram for the 76" Hot Strip Finishing Department made effective December 20, 1947. This is contrasted with the promotional sequence established in 1951 and the one presently at issue, dated September 28, 1954, to show how the Company is allegedly destroying the seniority provisions by splitting up the promotional sequences.

Formerly the No. 1 and No. 2 Streine Shears were together. Since they are "almost identical" the Union contends that they should not be separated; and when they are set up in two sequences instead of one, the promotional opportunities of the men in the separate sequences are limited. Furthermore, in the event of a reduction in force, these experienced and skilled employees soon find themselves dropped into the Labor Pool. Since all of the criteria specified in Section 3 of Article VII were complied with under the previous promotional sequence diagram, the dividing into two promotional sequences only tends to weaken the seniority position of those in the occupations of Streine Piler Inspector, Streine Shear Helper, Streine Shear Feeder, Streine Piler, Streine Feeder Helper. This, the Union insists, is in violation of the purpose and intent of Article VII.

Therefore, the Union contends the Arbitrator should order the restoration of the promotional sequence in effect prior to September 28, 1954.

The Company's Position

The Company's position is that the 76" Hot Strip Department Streine Shear Sequences posted September 28, 1954 were newly established sequences for the purpose of Article VII, Section 3, of the July 1, 1954 Agreement. These sequences were diagrammed and established in accordance with the provisions of Article VII, Section 3, and therefore, the Union's contention that there has been a violation of this Article is without merit.

Discussion and Conclusion

We can understand why the aggrieved employees dislike the new 76" Hot Strip Department Streine Shear Sequences. And, as the Union points out, the former sequences in this department complied with all of the criteria specified in Section 3. However, the language of this section specifically provides that, "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 into definite promotional sequences..." And then the criteria are specified:

logical work relationships, supervisory groupings, geographical location, opportunity to train for next occupation and ascending order of total average earnings.

In short, the Company has reserved the right to make new sequences within ninety days after the new Agreement. And so long as the new sequences comply with the specified criteria, the Company has not violated the Agreement, even though it may have changed from one sequence which met all of the criteria to another which is equally in compliance with the prescribed criteria.

There is no proof here that the new sequences fail to meet all of the required criteria. On the contrary, a careful study of the record (Tr. 59-63) shows that the Management did observe the requirements of Section 3 in setting up the new sequences.

Thus the Arbitrator is left with no basis upon which to sustain the present claim. While we sympathize with the Union's preference for the former arrangement, we cannot conclude that the new sequences are invalid.

Award

The Company did not violate the provisions of Article VII, Section 3 of the July 1, 1954 Collective Bargaining Agreement when it established the No. 1 and No. 2 Streine Sequences in the 76th Strip Department on September 28, 1954. Grievance 13-E-10 was properly denied.

/s/ John Day Larkin
John Day Larkin
Arbitrator

Dated at Chicago
July 18, 1956