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9-16-57

INLAND STEEL COMPANY )
) Grievance No. 9-F-5
and ) Docket No. IH-86-86-12/5/56
) Arbitration No. 199
UNITED STEELWORKERS OF AMERICA )
Local Union No. 1010 ) Opinion and Award

XIV-5

Appearances:

For the Company:

W. L. Ryan, Assistant Superintendent, Labor Relations
W. A. Dillon, Divisional Superintendent, Labor Relations

For the Union:

Cecil Clifton, International Staff Representative
Fred A. Gardner, Chairman, Grievance Committee

O. Ashton, a Roll Turner in the Roll Shop has been on steady day turns for approximately 35 years. Following his retirement, Roll Turners in the department grieved as follows on October 18, 1956:

> "Past practice has maintained O. Ashton's #13035, job, operating the Grinder and lathe #20 as a steady day job.
>
> "Recently Ashton retired. Foreman J. Johnstone refused to maintain said practice."

The relief sought is:

> "Request said practice be maintained and filled."

It appears that the equipment referred to is used when needed and not regularly.

The Union claims the existence of a local condition and practice under Article XIV Section 5 which entitles the senior employee in the Department desiring to exercise his rights to fill the vacancy left by Ashton's retirement. The cited section reads as follows:

> "Section 5. Local Conditions and Practices. 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."

In support of its contention the Union presented the testimony of Loren Zugbaum, Grievance Committeeman, himself a Roller, that seven or eight years ago, an Assistant Foreman, after meetings on the subject between employees and supervisor had been held, gave assurance that upon Ashton's retirement or death, the senior employees so desiring would fall heir to his steady day schedule and equipment.

J. Johnstone, the Shop Foreman who had been in the department for 34 1/2 years testified, to the contrary, that to his knowledge nothing had ever been said to him on the subject by any responsible Company official and that he knew of no Company obligation to permit senior employees wishing to do so to step into any vacancy left by Ashton or any other vacancy involving a steady day turn schedule. It appears that another employee, Mergl had also worked steadily on day turns.

Johnstone testified that both Ashton and Mergl had previously been employed by United States Steel Company on day turns and both had made arrangements with the Company when they were employed by it at a time long antedating the first collective bargaining agreement that they would be assigned to day turns exclusively.

The Company claims the management right to schedule under Article IV. It states that the parties entered into a detailed agreement in 1956, in Article VI of which specific scheduling practices are stipulated; that they may only be changed under the circumstances mentioned in Section VI 1-D-3; that no practice or local condition such as is claimed existed or was shown to exist; that Article XIV Section 5 cannot be applied to vitiate the scheduling provisions of Article VI and that, in any event, the Union is seeking to use Article XIV Section 5 to a situation to which it was not intended to apply.

Article XIV Section 5, is designed to protect the employees against the loss of local conditions or practices in effect when the 1956 Agreement was made which are more beneficial than the terms of the Agreement. Such conditions or practices must obviously be such as apply to groups or types of employees as a whole. A special arrangement with a single employee is not such a condition or practice.

This is so because the Union seeks to enlarge the use of seniority rights to include something not provided for in the seniority provisions of the Agreement. Article VII in its introductory paragraph, and again in Section 1, makes it clear that length of continuous service, or seniority as defined, have a direct influence only on promotion opportunity, job security when decrease of forces takes place, and reinstatement after layoffs. In Section 10, plant-wide length of service must be considered in connection with vacations, reserve labor status, severance allowances and other plant-wide questions. Thus, seniority is dealt with in detail, and it does

not entitle employees to demand specific turns or specific assignments. To modify such plain contract provisions it is essential that the alleged local practice or condition be definite, and that it apply to types of situations and not merely to some individual employee.

In this case, a special arrangement appears to have been made with Ashton and Mergl when they left their former employer and came to work at Inland to have them work on the first turn. This arrangement, made before there was a collective agreement in effect at Inland, represents a special arrangement rather than an established local condition or practice, within the meaning of Article XIV Section 5, so far as the evidence reveals in this case. In other words, we do not have proof of the kind of local condition or practice contemplated by Section 5 of Article XIV.

AWARD

This grievance is denied.

Peter Seitz,
Assistant Permanent Arbitrator

Approved:

David L. Cole,
Permanent Arbitrator

Dated: September 16, 1957