INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA Local Union 1010

Ruling on
Application of Awards in
Arbitration Numbers 167, 168
and others

No. 232

Appearances:

For the Company:

Herbert C. Lieberum, Superintendent of Labor Relations

For the Union:

Cecil Clifton. International Representative

On January 15, 1958 the parties discussed and submitted for clarification to the Arbitrator the unresolved problems they had encountered in applying the awards in Arbitration Numbers 167, 178 and related cases, dealing with the establishment of sequential length of service in so-called "extended operations." Specifically, they desired rulings as to how to apply these awards to:

- (1) single step promotional sequences;
- (2) sequences in which the equipment is now operating less than 15 turns per week but may operate 15 or more turns in the future.

Before making the necessary rulings, the Arbitrator desires to compliment the parties on their ability through discussions to iron out most of their difficulties on this subject and to make the serious readjustments required to give effect to the several awards in question. In some departments practices long followed had to be altered by Management, and employees who had become accustomed to these practices and to the fact that sequential standing could be acquired through turns on extended operations, as defined in the awards, had to accept interpretations in conflict with what to them had become established practice. The reasons for these interpretations need not be repeated; uniformity in application of the pertinent provisions of the Agreement simply made these modifications necessary where the practice had not been in conformance with the Agreement as construed.

(1) The series of awards starting with Arbitration No. 167 relating to the establishment of sequential length of service had no application to jobs in single job promotional sequences. The reason for this is simple: the 1956 Agreement, in Article VII, Section 5 (Marginal Paragraphs 144, 145) and in Section 7 (Marginal Paragraph 154), subjects such jobs explicitly to departmental seniority, not sequential

seniority. This applies to layoffs, the filling of vacancies, or promotions, and stepbacks. The procedures or principles governing promotions and stepbacks set forth in Section 6 of Article VII with reference to jobs in multiple-job sequences are by Section 7 made applicable to single job sequences except that the controlling factor is stipulated to be departmental length of service. The aforementioned awards, therefore, have no meaning when applied to single job promotional sequences.

(2) The awards in question were predicated on so-called "extended operations," which were understood to refer to operations beyond normal and which were filled largely to avoid premium overtime pay. These were held not to constitute turns "other than fill-in turns for other employees," an expression found in Section 4 of Article VII, and consequently did not serve to establish sequential length of service.

The question now presented is how to apply this ruling to operations which fluctuate in regard to the number of weekly turns. This applies largely, as the facts were described, to auxiliary equipment. The mill may be operating steadily at 15 turns or perhaps at 20 or 21 turns, but the nature of the product at any given time will determine how many turns are needed on the various kinds of auxiliary equipment. The Union is of the opinion that "normal operations" are those currently in effect in each sequence, with a maximum of 15 per week. All turns above 15 would be "extended operations." But the Union believes operations below 15 per week could also constitute extended operations, for the purpose of establishing sequential seniority, where "normal operations" may be less than 15 turns.

The Agreement is silent on the subjects of "extended operations" and "normal operations." There are no contract definitions. Yet if orderliness is to be promoted, and if troublesome and repeated arguments are to be avoided, some simple rules or understandings are essential.

The rule which, under all the circumstances, seems grounded in good practical sense is that operations at or below 15 turns per week are not to be treated as "extended operations" within the meaning of the awards in question, -- in other words, that work on such turns (other than literally fill-in turns) shall count toward the establishment of continuous length of service within a sequence.

This will be simple and understandable and it will enable Management to develop in each sequence sufficient employees with sequential standing to man the operations 15 turns per week.

This ruling, it must be conceded, is legislative in nature. It is warranted, however, because the parties have invited the Arbitrator to engage in legislation in this instance, to implement an earlier award with respect to a matter on which the Agreement is silent.

Dated: January 21, 1958

David L. Cole, Permanent Arbitrator