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Award No.

	Grievance No.	Docket No.	
INLAND STEEL COMPANY and UNITED STEELWORKERS OF AMERICA Local Union No. 1010	7-F-29	IH-318-309-5/12/58	289
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	14-F-52	IH-350-341-7/21/58	
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	15-F-32	IH-334-325-5/26/58	
	15-F-34		
	16F227		
	16F222		
	16F234		

Opinion and Awards

Appearances:

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F. A. Gardner, Chairman, Grievance Committee
C. Szymanski, Grievance Committeeman
L. Zeigbaum, Grievance Committeeman
D. Blankenship, Grievance Committeeman
J. Stone, Grievance Committeeman

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations
L. E. Davidson, Assistant Superintendent, Labor Relations
R. J. Stanton, Assistant Superintendent, Labor Relations
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H. S. Onoda, Labor Relations Representative

In the week of October 20, 1958 the parties presented in arbitration some 20 grievances growing out of the Company's application of prior rulings on the subject of extended operations. The first and principal award with regard to the effect of extended operations on sequential seniority rights was in Arbitration 167 rendered on March 29, 1957.

It was held in this award that:

> "The provisions of Sections 4 and 6 of Article VII, read in the light of the mixed practice of the past, lead to the conclusion that turns worked on extended operations on a temporary vacancy basis are in the nature of fill-in turns for other employees, for the purpose of establishing continuous length of service within a sequence."

This means that employees can not establish continuous length of service within a sequence by simply working 30 turns on extended operations.

In the course of the hearing of that case the Company expressed considerable concern over the possible effects of the ruling sought by the Union on employees in many sequences where the practice had been to consider turns on extended operations as regular turns for the purpose of establishing sequential seniority rights. In some other sequences or departments, however, the contrary practice had been followed. The Union representative stated that it was not the Union's desire to create needless confusion. In Arbitration 167, the substance of the Union's position was stated as follows:

> "One problem raised by Management may be disposed of quickly. The argument was advanced that if the Union is successful in this case many employees who established sequential length of service by working 30 turns on extended operations would have to give up their standing and this would result in hardship and confusion. The Union promptly conceded that this could not and should not be done, -- that employees with established sequential standing would not be expected to be disturbed."

Nevertheless, in undertaking to apply the interpretation made in Arbitration 167 difficulties were quickly encountered. Literally applied this interpretation would have had extremely wide and troublesome effects. The parties met repeatedly in an endeavor to work out satisfactory procedures to cushion the impacts of the transition to a uniform application of the contract provision in keeping with the Arbitrator's construction. They submitted several additional cases to arbitration to clarify or refine the general interpretation as it affected various types of situations. They engaged the Arbitrator in lengthy discussions, in the course of which the peculiar and widespread problems were reviewed and attempts made to agree on some rules to guide the parties.

In Arbitration 201 it was held that the rule laid down in Arbitration 167 does not apply to continuous operations, and in Arbitration 232 that it does not apply to single job sequences or to operations at levels of less than 15 turns per week. The award in Arbitration 167 was rendered on March 29, 1957, that in Arbitration 232 on January 21, 1958. In the intervening period the discussions of the parties were continuing, the last in the presence of the Arbitrator being on January 15, 1958, except for one relating to the procedure for the handling of extended operations grievances which was on July 11, 1958.

These discussions consisted to a considerable degree of negotiations and mediatory efforts to find a reasonable and workable basis for putting the new rule into effect. Unlike ordinary arbitration proceedings, the parties invited and encouraged the Arbitrator to function in part at least in the role of mediator because of the exceptional nature of the manifold problems which arose as a result of his interpretation. This was reflected in the comments in the award in Arbitration 232 in which the Arbitrator complimented the parties on the progress they had made in agreeing on how to apply the interpretation in many departments and sequences and in which it was pointed out that at the request of the parties the Arbitrator was knowingly performing a legislative function. There was also evidence of this in Arbitration 179, in which in line with statements made during discussions the Arbitrator observed:

> "There is no better way of putting some orderliness into the confused situation which has resulted from the Company's previous inconsistent practices and from the interpretation made in the award in Arbitration No. 167 than by having the parties jointly agree on procedures and rules to apply during this transitional period. They have the same interest in not doing violence or injustice to employees who believe they have acquired sequential standing and have accordingly been given permanent positions in their sequence. The application of the principles of the contract, in keeping with the interpretation of the Permanent Arbitrator, is peculiarly within the province of the parties. They are in the ideal position to make the necessary adjustments or to agree that in certain situations no adjustment or change needs to be made. Their interests in this regard are not in conflict, and they must meet the responsibility of determining specifically how the contract provision as interpreted should be applied."

The time lag between the primary award of this series and the final clarifying award some 10 months later, with numerous conferences in the meantime, inevitably led to disputes as to the proper effective date of the adjustments ultimately made by the Company in line with the Arbitrator's interpretation. This will be discussed further.

A second cause of difficulty reflected in such grievances is the meaning and extent of the concession of the Union quoted above as referred to in the award in Arbitration 167. This concession was mentioned again in two subsequent awards. In Arbitration 179, it was stated:

> "This case falls squarely within the interpretations made in Arbitration No. 167 and Arbitration No. 178. The grievance is remanded to the parties for such action as may be appropriate in the light of those opinions and awards, and in keeping with the understanding noted in Arbitration No. 167 that employees in permanent positions in a sequence shall not lose their positions, even though they acquired their sequential standing originally by virtue of extended operations turns."

In Arbitration 189, commenting on the award in Arbitration 167, the Arbitrator said:

> "In that award there were two rulings. It was held that extended operations constitute fill-in turns and do not result in the acquisition of sequential standing after 30 turns. It was also noted, however, and ruled accordingly, that the Union conceded that it was essential that the employees who had acquired sequential length of service by working 30 turns on extended operations should not be expected to be disturbed."

The Union's representative strongly maintains that all he agreed to was that employees who filled permanent vacancies by virtue of rights acquired by having had 30 or more turns on extended operations and who have since then worked 30 turns on such jobs should not now have their seniority rights disturbed. The Company spokesmen, on the other hand, urge that they understood that employees who have been deemed to have acquired sequential seniority rights, even if by reason of 30 turns on extended operations, would not have these rights disrupted, and that they were led to this position by comments made by the Arbitrator, as well as by Union representatives.

The fact is, as ascertained by a re-examination of the transcript and personal notes, that the Union's concession was actually restricted as contended by the Union. Yet, perhaps in an overzealous effort to bridge the troublesome transitional period, the Arbitrator did appear to extend the Union's concession beyond the limits placed on it by the Union, and the Company understandably relied on this in finally determining how to make the necessary adjustments.

The Company did not make these adjustments until January, 1958. The delay was caused by the broad scope of the changes involved and by the Company's efforts to obtain clarification or agreement from the Union, the Arbitrator, or both. The last clarifying award was, as noted, on January 21, 1958.

The seniority lists in 204 sequences in 17 non-continuous departments had to be adjusted. Of the 5678 employees in the sequences affected, 4779 retained sequential seniority, although the total number working in these sequences remained unchanged. In the process, 1244 employees were stepped back one or more levels in their sequences.

In making these adjustments the Company proceeded on the basis of the facts as of the date of each adjustment. It assumed that all turns above 15 in non-continuous operations must henceforth be treated as fill-in turns. In determining which employees should be retained on the smaller number of permanent jobs resulting therefrom, it considered as employees with sequential seniority or standing all those who had worked 30 or more turns in the sequence, whether on extended operations or on other turns which were not fill-ins for other employees. Where step-backs were necessary because the number of permanent vacancies or jobs had to be reduced because of the Arbitrator's ruling, the Company respected the

sequential standing of the employees, and made the step-backs in accordance with the contract provisions which it construed to be appropriate and controlling.

This raised questions as to the relative position or standing of employees within the sequence who had waived promotion but who found themselves in competition with others with lesser sequential length of service who were stepped back to jobs at the level of the more senior employees. It also resulted in disputes as to the rights of employees who were stepped back into the labor pool and who had transferred from other sequences. On their behalf it was argued by the Union that, since they have no sequential standing in their new sequence, perforce, pursuant to Article VII, Section 4, it must be held that they never lost their sequential length of service rights in their former sequence and should now be permitted to exercise those rights by returning to the former sequence and displacing employees there whose sequential rights are junior or inferior to theirs.

Such disputes, founded largely on the divergent views as to the meaning of the Union's concession in Arbitration 167 and as to the appropriate effective date of the adjustments made by the Company, were the subject matter of the grievances heard in arbitration in the week of October 20, 1958. Four grievances scheduled for that week, labeled "Miscellaneous," were not reached, but are about to be argued.

The foregoing recital may create the impression of great turmoil and controversy. The fact is that there was surprisingly little disturbance, considering the grave possibilities. Although some 800 employees lost sequential seniority rights and 1244 were stepped back, only 49 grievances were filed, and of these only 24, involving 52 employees, remained for presentation to the Arbitrator. When the first batch of 20 cases was reached in the arbitration hearings, the Union withdrew three of them, and eliminated nine grievants from another, because the facts did not support the allegations or the claim has been satisfied. We see then that although more than 2000 employees were adversely affected, less than 40 have found it necessary to prosecute grievances to the final point of arbitration decision.

It was, therefore, not inappropriate for the Arbitrator in Arbitration 232 to compliment the parties on the constructive accomplishments of the discussions they carried on after Arbitration 167.

We find now that the Union is urging that the adjustments made by the Company in keeping with the requirements of Arbitration 167 should have been made retroactively to the date of that award or, even prior thereto, to the date 30 days before the grievance in that case was filed. The Company resists this strongly, contending that it did not know how to proceed even after that award was issued, that the subsequent conferences and clarifying awards were indispensable.

The Union relies on Article VIII, Section 4, for its request for retroactivity.

This section of the Agreement provides:

> "Settlement of grievances may or may not be retroactive as the equities of particular cases may demand, but the following limitations shall be observed by arbitrators where the arbitrator's award is retroactive. In any case where the arbitrator determines that the award should be retroactive, the retroactive date shall be as follows:
>
> (a) (base rates and incentives)
>
> (b) (discharge cases)
>
> (c) Compliance with Article V (other than standard base rates on new or changed jobs and incentives) Article VI, Hours of Work, Overtime and Holidays; Article VII, Seniority; Article X, Vacations; and Article XII, Severance Pay; the date of the occurrence or non-occurrence of the event upon which the grievance is based but in no event more than thirty (30) calendar days prior to the date of filing the written grievance in Step 1.
>
> (d) (matters other than those referred to above)"

This provision clearly makes retroactivity discretionary, depending on the particular equities of the case. It suggests precisely the contrary of automatic retroactivity. And where retroactivity is considered proper, it is restricted in seniority grievances to an outside date of 30 days prior to the filing of the grievance. In the several grievances now before us the filing dates were subsequent to the award in Arbitration 167 and the quoted section would not permit the Arbitrator to extend retroactivity to a date that would have been permissible in another earlier grievance.

More important, however, is the conviction of the Arbitrator that the Company was not without justification in making the adjustments in January or February, 1958, rather than at an earlier time. There were many muddled areas that needed to be cleared up after Arbitration 167, and, as the Arbitrator said to the parties in a meeting in October, 1957, he was satisfied they were proceeding "with all deliberate speed" in implementing and applying his earlier award. Approximately when Arbitration 232 was decided the Company proceeded with its program.

Considering the total possible effects of Arbitration 167, it is difficult to imagine a situation in which patience and understanding were more necessary than in this process which the Company had to undertake. To suggest that it should have done so pell-mell upon receipt of the first award is to deny the value of discussion and of joint efforts to cushion the adverse consequences which a large number of employees were bound to

suffer. Such an argument is incompatible with the joint efforts actually made. There can be no question but that these efforts were in good faith. The results were good.

In other words, the equities of these cases do not demand retroactivity, to paraphrase Section 4 of Article VIII. One can readily see the difference between a situation of this kind and others in which employees are denied proper rates of pay or other specific contract benefits.

Moreover, the nature of the basic dispute must be taken into account. The Arbitrator did not have an obvious decision to make in Arbitration 167. He mentioned the mixed practices in the various departments and concluded that the "more persuasive past practice" supported the construction of the contract provisions involved that turns on extended operations of the kind in question should be treated as fill-in turns. It will be noted that the conclusion was indicated immediately after reassuring the Company that the Arbitrator understood that the Union was conceding that employees who have established sequential standing would not be expected to be disturbed. Read in full context, it must be evident that the Arbitrator reached his conclusion in part at least because of his belief that he would not thereby be subjecting the Company to a host of complaints or grievances, and that he would not be opening the doors to such a possibility. It is not unlikely, if he believed the contrary, that he might have been persuaded that the better interpretation of Article VII would have been in line with the long practice in numerous departments in which turns on extended operations had been treated as other than fill-in turns. This is to some extent borne out by the quotations above from the awards in Arbitrations 179 and 189.

This does not deny the assertion of the Union that its concession in fact was not as broad as the Arbitrator or the Company thought it was. In ruling on the grievances now before us, even though the Union's representative cannot in fairness be said to have agreed thereto, it is the Arbitrator's view that the relatively few remaining grievances arising out of his interpretation concerning extended operations turns should be disposed of on the theory that the intention in Arbitration 167 and related awards was to work out a rule that would henceforth be consistently applied throughout the plant. A confused situation was being straightened out, but it was being done prospectively and not retroactively. The area involved was hazy at best, and to hold a party responsible to the point of penalizing it under such circumstances impresses the Arbitrator as inequitable, to say the least.

The sooner the few remaining grievances arising out of the wholesale readjustments caused by the Arbitrator's interpretation are put at rest, the better it will be for the parties. They now know what the provisions in question mean and how they will be applied, and this will be of service to the parties in that there will be uniformity and an elimination of the cause of restlessness and uncertainty.

Ordinarily, the Arbitrator would confine himself to the interpretation and application of contract provisions. Here, however, as

recited above, the parties have enlisted him in their negotiating efforts to work out a reasonable basis for applying his interpretation and have invited him to act as mediator and to an extent as a legislator. Consequently, he believes he is empowered in this situation to pay attention to the implications and effects of his rulings.

He therefore gives considerable weight to the need of completing the transition with as little disruption as possible, with a view to the future uniform application of the new rule rather than to place fault for the manner in which extended operations turns have been treated in the past. This he regards as constructive and desirable under the peculiar circumstances.

To apply his interpretation, which was intended to be corrective in nature, in a rigid and literal manner with respect to situations which have long prevailed, would unquestionably bring on a chain of grievances which in turn would be most detrimental to the orderly and cooperative administration of the Agreement.

Thus, to hold that a grievant who left a sequence to be transferred to a second sequence in which perhaps for several years he has been on extended operations never lost his rights in the original sequence and may now return there and displace employees who in turn believe under the contract provisions that they have established sequential standing in that sequence, would do grave injustice to these employees. The basic ruling was not that the transferred employee never had sequential rights in the sequence to which he was transferred, but rather that henceforth sequential seniority shall not be predicated on turns on extended operations. The transferred employee has in fact in most cases had the benefit of sequential rights in his new sequence, and has acquired qualifications to perform work which should substantially cushion him against practical losses now that he has had to be stepped back. The Company still has the same turns to be operated and the same jobs to be done, although those on extended operations will hereafter be filled as temporary vacancies. In making the adjustments deemed necessary to comply with the Arbitrator's interpretation, the Company has not profited. The jobs have to be filled, and the most that can be said to have happened is that in some instances employee X is assigned in place of employee Y. Where Y's essential qualifications for the job cannot be matched by X then there is very little adverse effect in practical terms.

The foregoing considerations and thoughts will now be applied to the specific grievances presented. It is frankly admitted by the Arbitrator that in the sense that he does not literally apply the ruling he made in Arbitration 167 to these situations he is modifying or qualifying his original interpretation. He must emphasize again, however, that he is doing so only to bridge the transitional period, and to put complaints or out-dated potential complaints over previously established practices at rest. The parties are given notice that he intends to apply his basic interpretation to situations that arise hereafter.

Grievance Nos. 7-F-29, 7-F-30, 7-F-31, 7-F-32, 7-F-43, 9-F-32, 15-F-32, 16-F-227

Arbitration No. 289

The eight grievances listed above were all filed on or after February 10, 1958. In question are the relative rights by virtue of sequential standing of employees who although junior to other employees in terms of sequential length of service had moved above them in the sequence by virtue either of waivers of promotions by the seniors or denials of promotion, as specified in Sections 6 (b) and 8 (b) of Article VII, and in line with the procedure followed by the Company in complying with the ruling in Arbitration 167 and related cases, were stepped back, and came into competition with the sequentially older employees for jobs occupied by the older employees.

The procedure followed by the Company has already been described. In essence, the Company now regards only 15 turns in non-continuous operations as constituting permanent jobs, the remainder being extended operations. It conferred on employees who have had 30 or more turns on extended operations, nevertheless, sequential length of service and standing predicated on the theory that such turns were other than fill-in turns, because of its understanding of the scope of the Union's concession in Arbitration 167 as described by the Arbitrator in that and subsequent cases. Finding now that it has too many employees in given jobs or sequences for the permanent jobs available, it has stepped back those with the shortest sequential length of service. In cases in which a senior employee was occupying a lower-graded job to which the junior was stepped back, because of the senior's prior waiver or failure to be promoted, when the process called for the selection of one or the other, the Company deemed the waiver or failure to be promoted disability wiped out and gave superior job rights to the employee with the greater length of service. This gave rise to these eight grievances.

The Union argues that the senior employee could not regain his former superior standing over such a junior employee by reason of working on extended operations, that in the past under similar conditions the Company has given priority to employees with superior sequential standing rather than to those with greater sequential length of service, and that the Company is misapplying the promotion and stepback provisions of Article VII.

Fundamentally, Article VII, especially in Sections 3, 4, 7 and 6 (b) and 8 (b), protects employees in the matters of promotion, demotion and stepbacks on the basis of sequential length of service. Superior standing may be attained by those with less sequential length of service in special circumstances, but provision is made for the senior employee to regain the advantage of his greater length of service. While he may not assert this while the junior holds a job at a higher level, because of waiver or similar reasons, there is no provision of the Article by which the senior employee is required to relinquish his stronger claim to his own job to an employee who has shorter length of service. The senior employee never waived or declined his own job, or if he did he has since rectified this. The younger employee had a stronger sequential standing

as to the job above that held by the senior employee, but not as to the very job the senior employee is holding; when both are at the same level the senior employee must be held to have recovered his relative standing.

The remainder of the Union's position in these eight grievances rests on its views that the Company was obligated to make the adjustments as of the date of the award in Arbitration 167, or earlier, and that the Union did not agree that employees with 30 or more turns on extended operations acquired any sequential standing or length of service thereby.

These matters have been discussed at length in the foregoing opinion, and a similar problem was disposed of in Arbitration 191. Suffice it to say here that the Arbitrator considers the Company to have been justified in proceeding as it did to come into compliance with his interpretations, and that under all the circumstances a theory which gives superior protection in given jobs at the level reached by the senior employees to the employees with greater sequential length of service is not in violation of the pertinent provisions of Article VII.

AWARD

For all said reasons, the requests in these eight grievances must be denied.

Grievance Nos. 14-F-52, 14-F-53, 14-F-58,
14-F-59, 14-F-60, 14-F-61

Arbitration No. 290

This series of grievances presents squarely the question of what effective date the Company should have used in putting into force the adjustments made necessary by Arbitration 167 and the related awards. The Union contends that the Company should be held to the facts as they were on March 29, 1957, when the award in Arbitration 167 was released.

Involved are the Dock and Yard Sequences. In September, 1957 the Company made certain equipment changes which resulted in reductions in the number of employees required. Several employees were placed in the labor pool but retained recall rights to vacancies in their sequence pursuant to Sections 4 and 5, particularly paragraph 145, of Article VII. When, however, in January, 1958 the Company made the adjustments here questioned the grievants were eliminated from the sequential seniority list because there were insufficient permanent positions on a 15 turn basis. This, as already described, was done in accordance with sequential length of service.

It is true that if the adjustments had been made as of March, 1957, most of the grievants in these cases would have retained positions in their sequence. But in the opinion prefacing these awards it has been pointed out why the Arbitrator believes the Company was acting reasonably in delaying the process of complying with his interpretation regarding extended operations turns, and the reasons need not be restated. Moreover, Article VIII, Section 4, provides for retroactivity in arbitration cases not beyond 30 days prior to the filing of the grievance. The grievances in this series which are still open were filed on or after April 10, 1958. The equipment changes and the resulting reduction in number of employees were made in September, 1957.

During the hearings, the Union withdrew Grievances 14-F-58 and 14-F-59 because the facts did not sustain the position contended for, and it agreed that 14-F-60 on behalf of M. Hnatko is really merged into 14-F-61 filed on behalf of Hnatko and 12 other grievants. In fact, it conceded that only four of the grievants named in 14-F-61 could possibly prevail if its approach were accepted.

To uproot all that has been done in good faith to comply with the Arbitrator's interpretation, and to hold now that somehow the Company should have been able as far back as March 29, 1957 to know precisely how it should have proceeded to do so would be improper and a disservice to the parties. The Arbitrator has already set forth his reasons for this view, in the general opinion which precedes these awards.

AWARD

These grievances are denied.

Grievance No. 13-F-46. Arbitration No. 291

This grievance presents an issue of fact and the decision is based on the facts supported by the evidence.

Grievant, Joseph Duggan, a General Inspector in the 76" Hot Strip Department, claims the right to this job in preference to S. Nunez. In the week of February 2, 1958 there were only 20 General Inspector turns available, so the Company assigned them to four employees including Nunez, all of whom had longer departmental service than the grievant. The Company insists that in this single job sequence it was on sound ground in doing so, that in Arbitration 232 it was so ruled.

The Company is correct in its reference to Arbitration 232 as support for the proposition that the extended operations ruling in Arbitration 167 does not apply to single job sequences, and that departmental seniority governs such sequences.

However, the Company is in error in maintaining that both Duggan and Nunez were established as General Inspectors at the time it displaced Duggan in favor of Nunez.

Article VII, Section 3 (paragraph 139) requires the departmental management to keep employee relationships lists up-to-date. On January 15, 1958 the Company listed Nunez, and not Duggan, as in the labor pool. A "corrected" list as of January 17, 1958 repeated this. On January 21, 1958 a "revised" list was prepared which showed Duggan to be an Inspector while Nunez was in the labor pool. No further revised lists were issued before February 2, 1958, when departmental management treated both Duggan and Nunez as established General Inspectors and gave preference to Nunez because of his greater departmental seniority.

Two comments are suggested by the arguments of the parties as presented at the hearings. The first is that despite the apparent inconsistency at least in part between the awards in Arbitrations 189 and 232, the conclusion reached in the later case must prevail. It was made with knowledge of the earlier award and represents the more considered judgment of the Arbitrator.

The second is that even in a single job sequence an employee who clearly fills in for another employee, as in cases of sickness or vacation, does not thereby acquire the job protections or rights set forth in Section 5 of Article VII for employees in such sequences. The Company representatives did not seriously dispute this during the discussion at the hearing.

AWARD

This grievance is granted.

Grievance Nos. 7-F-33, 10-F-22, 16-F-222, 16-F-234, 15-F-34

Arbitration No. 292

Four of the above grievances remain to be ruled on, Grievance 10-F-22 having been withdrawn because the Company acknowledged its error in that instance and obviated the grievance by doing what was requested therein.

In all these grievances employees contend that since they were stripped of their sequential standing by virtue of Arbitration 167 it should be held that they never had become established in their sequences and hence that they did not lose their standing in the sequences from which they came to their more recent sequences. They request that they be restored to their former sequences with their original sequence dates and be made whole for any losses in earnings suffered in the intervening period. In the argument Article VII, Sections 4 and 13 were cited.

Serious practical difficulties are raised by the Company. These grievants left their former sequences, some as much as five years ago, voluntarily bidding for vacancies in the new sequence. They all worked apparently on extended operations and both the employees and Management believed they had acquired sequential standing in the new sequences. Other employees have replaced them in their former sequences, some in turn having left their old sequences and given up their standing in those sequences. If the requested relief is granted, a chain of bumps will be initiated, with the displaced employees being entitled to make the same type of claim here made by these grievants, and perhaps others who will be displaced by them being in a position to raise similar complaints.

Curiously, numerous employees who lost sequential standing in the very sequences in which the grievants have lost their standing by virtue of Arbitration 167 and who also formerly enjoyed standing in other sequences have not taken issue with the course followed by Management, and have filed no grievances. Moreover, in the cases of several of the grievants, although they have lost their sequential standing they nevertheless have suffered little if any financial loss, being assigned to their former jobs on a temporary basis because of the qualifications they acquired while filling their jobs and of the Company's need to have the jobs filled more than 15 turns per week.

Paragraph 141 of Section 4, Article VII reads:

> "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 to fill a permanent vacancy shall lose his continuous

length of service standing in the sequence from which he transfers after thirty (30) turns worked in the new sequence; it being understood, however, that an employee who is stepped back to the labor pool in connection with a reduction in force may enter another sequence in the department and acquire continuous service standing therein after thirty (30) turns worked therein on other than fill-in turns for other employees as above provided."

Literally, for years these grievants were deemed to have established sequential standing in their new sequences, although it was by virtue of extended operations turns. This being so, they could not, under the quoted provision, hold continuous length of service standing in their former sequences. Over this entire period their names appeared on the seniority lists issued in their new sequences, and in no instance were the facts challenged. Neither the employees nor the Company could have anticipated that the Union would subsequently question the sequential standing of employees who worked on extended operations or that the Arbitrator would sustain such a challenge. That this did happen cannot destroy the rights and positions attained by numerous employees who relied on the facts and the contract provisions as they understood them or as they were.

Rights thus acquired, it is submitted, are of the kind which the Arbitrator understood were not to be disturbed as a result of his ruling in Arbitration 167. He indicated this in his opinions in two or three cases, and certainly in the discussions with the parties in which a search was being made for reasonable means of putting his interpretation into force.

Nor would it be desirable that it should be otherwise. The confusion and unfairness that would result would amount to wholly unwarranted penalties on innocent employees and on the Company as well. This would be precisely the kind of rigid and literal application of Arbitration 167 which in his general opinion the Arbitrator pointed out would be inconsistent with his understanding and his intentions when he issued his award in that and the related cases. It would needlessly aggravate the difficulties of the transition to compliance with the new interpretation, would add little in practical terms for the grievants above what they are actually enjoying, and would cause innumerable other employees losses and inconvenience of real consequence. It would also open the gates to a flood of grievances that would prolong the transitional period beyond all reason. It is not without significance that only a small percentage of the employees situated similarly to these grievants have disagreed with the Company to the extent of filing and prosecuting grievances.

Finally, it must be emphasized that these grievants lost their sequential standing, not because they had worked only on extended operations turns, but because their sequential length of service was insufficient to keep them on a sequential list which was reduced in size when the

Arbitrator ruled that turns beyond 15 per week in non-continuous operations do not constitute permanent jobs as contemplated in the Agreement.

AWARD

These grievances are denied.

Dated: December 9, 1958

/s/ David L. Cole
David L. Cole
Permanent Arbitrator