INLAND STEEL COMPANY	)	Grievance No. 2-F-20
	)	Docket No. IH 359-350-8/11/58
and	)	Arbitration No. 325
	)	
UNITED STEELWORKERS OF AMERICA Local Union No. 1010	)	Opinion and Award

Appearances:

For the Union:

Cecil Clifton, International Representative
Fred Gardner, Chairman, Grievance Committee
Joseph Wolanin, Secretary, Grievance Committee
S. Logan, Assistant to Grievance Committee Officers
H. Geaning, Grievance Committeeman

For the Company:

L. E. Davidson, Assistant Superintendent, Labor Relations
T. J. Peters, Divisional Supervisor, Labor Relations
C. E. McMorris, Assistant Superintendent, #2 Coke Plant

Coal Handling employees in the #2 Coke Plant Department alleged that the Company violated the Agreement when it scheduled them for six-hour turns per day and requested that the Company schedule them in the future on a "normal workday" of eight hours and reimburse them for all monies lost as a result of the violation.

The grievants' work in an aspect of the coke producing process involving coal handling in which it is recognized that the storage facilities are somewhat restricted, particularly during periods of reduced business activity and operations. During fast coking cycles two crews, in a four week cycle each worked 40 hours for three weeks and 48 hours for one week for a weekly average of 42 hours.

In the period April 6 - May 24, 1958 the demand for coke diminished and there was a reduction of the volume of coal from a level of 7,000 tons of coal per day to 4,400 tons per day. To meet the operating difficulties presented the Company employed a two-crew schedule as set forth in Exhibit B of its statement. This schedule shows the following: The A crew would work five six-hour turns in the first week, six six-hour turns in the second week and five six-hour turns in the third and, similarly, in the fourth week. The starting times of the turns varied. Thus, on Sunday,

the A crew would start at 1:00 P.M.; on Tuesday at 6:00 P.M.; on Wednesday at 8:00 A.M.; on Thursday at 1:00 P.M. and on Friday at 6:00 P.M. Similarly, in the second week the starting times on two days would be 8:00 A.M., on two days 1:00 P.M. and on two days 6:00 P.M. A like pattern of scheduling was prescribed for the B crew. This schedule resulted, for each crew, over the four week period, of three weeks in which five six-hour turns were scheduled and one week in which six six-hour turns were scheduled.

It is evident that the formal schedules posted called for less than 32 hours of work during some of the weeks for all of the men. At the hearing the Company asserted, however, that at no time did any of the employees actually work less than 32 hours in any workweek in occupations within their sequence. This factual aspect of the case not having been explored before by the Union, whatever the reason, the Arbitrator requested that the Company and Union representatives inspect the Company records and attempt to reach an agreement on what had taken place. The Arbitrator has since been furnished with a detailed breakdown of the activity of the employees involved which, he is informed, has been made available to the Union. This material, not disputed, establishes the fact that none of the individuals worked, during the workweeks in question, less than 32 hours. Some of them were assigned to work for hours over and above those for which they were scheduled in occupations in their sequence other than the occupations for which they were scheduled.

The grievance notice alleges violation of Article VI, Section 1 and Article VII, Section 9.

Article VII, Section 9 deals with layoffs and force and crew reductions due to lack of business. Paragraphs 157 and 158 have no application here. Paragraph 159 provides that where practicable, the hours of work within a sequence shall be reduced to thirty-two per week before anyone with continuous length of service standing in a sequence is displaced. Paragraph 160 makes provision for layoffs in the event of further decreases of force "in order to maintain the thirty-two (32) hour week".

In the instant case there were no layoffs despite the sharp reduction and decrease in business activity. Further, the objective of maintaining the thirty-two hour week was achieved. Accordingly, it is found that these provisions are not a source of relief to the grievants. The Arbitrator has been directed to no provision in the Agreement which, as claimed by the Union, would require the Company to lay off some of the employees in the sequence rather than to assign the entire crew to 32 hours of work in a workweek.

Article VI, Section 1 deals with hours of work, the normal workday, normal work pattern and schedules. The Union protests the scheduling of the grievants which required them to report out at varying hours on different days with no more than a 13 hour interval between turns which, according to the Company, was the maximum its restricted storage capacities would allow. This, says the Union was in violation of the normal workday provision (Paragraph 87), the normal workweek provisions (Paragraphs 88 and 89), and the scheduling provision (Paragraph 90).

Article VI, Section 1 does specifically define the normal hours of work, but it also provides (Paragraph 86) that the section

> "shall not be construed as a guarantee of hours of work per day or per week."

It is also stated that the section shall not be considered as any basis for the calculation or payment of overtime.

The facts presented by the Company relative to its production difficulties satisfy one that there was good cause to depart from the normal workday and normal work pattern usually adhered to by these crews during periods of normal business activity. The Company made a sensible accommodation, without layoff to the 32 hour week objective proclaimed by Article VII, Section 9. This decision does not proclaim, there being no occasion to consider the question under the facts presented, that the Company has an unqualified right to reduce hours of work in a day or to reduce the days in a week in violation of the normal workday and normal work pattern provision of the Agreement. It does find that a practicable balance was achieved between the disparate objectives of Article VI, Section 1 and Article VII, Section 9 which does not involve any direct violation of the Agreement on the facts considered.

It was noted that the Union claimed that employees from other sequences were brought in to do the work of these employees when their workweek had been reduced. Apparently, this was done on only one occasion, according to the record (p. 12) and it is not clear what effect this had on the rights of the grievants. Further, it was suggested by the Union (but no evidence thereon was submitted) that these crews may have worked part of the 32 hours outside of the sequence. The Company, in its supplementary material states that "it was pointed out to the Union representatives at the meeting that the work was performed entirely within the sequence and that no other outside assigned work was included in the thirty-two (32) hours scheduled for these employees". In view of the fact that this was not disputed further, it seems unnecessary to discuss this aspect of the Union's case.

AWARD

The grievance is denied.

Peter Seitz,
Assistant Permanent Arbitrator

Approved:

David L. Cole,
Permanent Arbitrator

Dated: May 16, 1959