

IN THE MATTER OF ARBITRATION

between

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA,  
Local Union 1010

ARBITRATION AWARD NO. 358

Appeal No. 28  
Grievance No. 20-F-31

PETER M. KELLIHER,  
Arbitrator

APPEARANCES: FOR THE COMPANY:

W. A. DILLON, Assistant Superintendent, Labor Relations  
Department  
J. STANTON, Assistant Superintendent, Labor Relations  
Department  
H. S. ONODA, Labor Relations Representative, Labor Relations  
Department  
MIKE SCHILLO, Assistant Superintendent, Stores and Refractories  
Department  
ARNOLD ANDERSON, Divisional Supervisor, Labor Relations  
Department  
CLARENCE SANDERS, General Foreman, Trucking Operations,  
Stores and Refractories

FOR THE UNION:

CECIL CLIFTON, International Representative  
FRED GARDNER, Chairman, Grievance Committee  
JOSEPH WOLANIN, Secretary, Grievance Committee  
E. GONZALEZ, Grievance Committeeman  
J. BIANCHI, Aggrieved

### THE ISSUE

The grievance reads:

"Aggrieved employee, J. Bianchi, #2091, alleges that work was available on Sunday, August 10, 1958, aggrieved was laid off without substantial reason, therefore aggrieved requests Sunday, August 10, 1958 be counted and credited as day worked.

Relief Sought: Aggrieved requests full compensation for all monies lost.

### DISCUSSION AND DECISION

Article VI, Section 1-C states that "the normal work pattern shall be five (5) consecutive workdays". Paragraph D provides that all employees "shall be scheduled on the basis of the normal work pattern except where "\* \* \* (C) Schedules deviating from the normal work pattern are established by agreement between the Company and the Grievance Committeeman".

In this department, such a non-normal work pattern has been established by agreement. It is referred to as the "pick" system. As part of said agreement, there is incorporated the further understanding that "schedule and days off are subject to change if operations or conditions warrant same". (Company Exhibit A). The testimony is uncontroverted that the schedule for the week beginning August 10, 1958, covered a period of reduced operations.

When the schedule was prepared on Wednesday, August 6, the evidence would indicate that Management made a bona fide business decision that coils would not have to be shipped on the 4 to 12 midnight turn on Sunday, August 10th. This change in schedule and days off for the Grievant met the condition described in the "pick" system, because "operations or conditions" appeared on

Wednesday to warrant it. While the record indicates that by clear language and past practice, the "pick" system schedule covering a period of about four (4) months has been changed by subsequent postings on the Bulletin Board of new work week schedules, the Union testimony appears to be in accord with the Company's position that once the weekly schedule is posted on the calendar day Wednesday, it is not thereafter subsequently changed. (Tr. 61, 67 and 90)

The Union particularly did not show that once a schedule has been posted that days have been added "in the front part of the week".

The Union agrees also that if in fact there were no coils to be shipped on August 10, that this then would be "a condition beyond the control of the Company". Management, however, is required to make its schedule on the Wednesday prior to the work week and necessarily must estimate and use its best judgment as to probable future conditions. The Contract makes no reference to a change in posting prior to the effective date of the schedule. (Emphasis added). The only reference is to the "calendar day" when the schedule is to be published or made known to the employees. (Emphasis added).

Although Article VI, Section 1-D-(3) states that the Company "may" change schedules after a calendar posting day under certain specified conditions, the use of the term "may" unlike "shall"

shows that it is merely permissive or optional. It does not state an obligation or duty. This decision is limited to the application of the "pick" system, a specified exception under Paragraph D, and to a situation where the work was done by other drivers who are also under the same special system.

AWARD:

The grievance is denied.

(signed) Peter M. Kelliher  

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PETER M. KELLIHER

Dated at Chicago, Illinois  
this 22nd day of July, 1960.