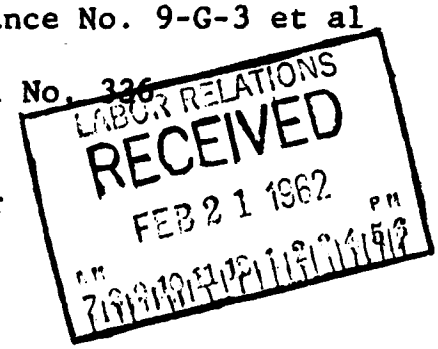
In the Matter of Arbitration Between:

ARBITRATION AWARD NO. 449

INLAND STEEL COMPANY
- and -
UNITED STEELWORKERS OF AMERICA,
Local Union No. 1010

Grievance No. 9-G-3 et al

Appeal No. ~~326~~



PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations
R. LaBarge, Administration Foreman, 10" and 14" Mill
E. Carlson, General Foreman, 10" Mill
R. J. Stanton, Assistant Superintendent, Labor Relations Dept.
R. H. Ayres, Assistant Superintendent, Labor Relations Dept.
T. J. Peters, Division Supervisor, Labor Relations Department
H. S. Onoda, Labor Relations Representative, Labor Relations Dept.

For the Union:

Cecil Clifton, International Representative
Al Garza, Secretary, Grievance Committee
Peter Colacci, International Representative
James Anderson, Griever, 10" and 14" Main Roll Shop
Louis Chickie, Assistant Grievance Committeeman, 10" and 14" Main Roll Shop
Marty Connelly, Assistant Grievance Committeeman, Transportation & Yard
Clarence Bullock, Griever, Transportation & Yard
James Balanoff, Griever, Stores and Refactories
Frank Ignas, Steward, Stores and Refactories
Alex Valentino, Steward, Transportation and Yard

STATEMENT

Pursuant to notice, a hearing was held in Gary, Indiana, on September 21, 1961.

THE ISSUE

Grievance No. 9-G-3 reads:

"The aggrieved employees, 10" Mill, allege that on the week of April 3, 1960, the Department Superintendent installed a normal work pattern schedule in compliance

A careful examination of the contractual language fails to show any wording that would support a requirement that the Company is required to follow a frozen schedule, i.e., that employees shall have the same days off during each scheduled work period. Because the Company, in effect, had a frozen schedule commencing on April 3, 1960 and continuing for four (4) weeks, there is no contractual language that would support the proposition that they must continue to observe frozen days off. At the hearing the Union stated that it had not asked for frozen days off. (Tr. 115). The weight of the evidence does show that under the actual schedules that were developed for the two periods in question that by going to a non-normal schedule for certain employees that the senior employees were accorded greater promotional opportunities. The Company did study several methods of scheduling, but in view of the waivers and in order to minimize the number of non-normal schedules and to avoid the payment of built-in overtime, the schedules for the two weeks in question were the most practical to achieve these results. A certain amount of built-in overtime is unavoidable when going from twenty-one to twenty turns and overtime was paid in several instances.

Article VI, Section 1--D does state that employees shall be scheduled on the basis of a normal work week pattern except where "such schedules regularly would require the payment of overtime". The evidence does show that in going from a twenty-one turn to a twenty turn schedule if all employees are kept strictly on a 5--2 normal schedule, it will regularly result in the payment of overtime and/or the violation of the seniority provisions of the Contract. The only way to avoid this built-in regular overtime is to go to a non-normal schedule for a limited number of employees. The Union did not show that additional employees could be placed on a normal schedule without built-in overtime. The clear weight of the evidence is that going from a twenty-one turn to twenty turn operation would "regularly" require the payment of overtime if the Company attempted to maintain a normal schedule for all employees. This is due to the fact that in every week on a twenty turn level there is one crew for which only six days are available for scheduling under a three crew set-up. A careful analysis of the schedules indicates that senior employees are given greater consideration for promotional purposes than they would under any other type of scheduling in going from twenty-one to twenty turns.

While this Arbitrator believes that a monetary penalty could be imposed for a violation of Paragraph 90, it is believed that Umpire Platt in the matter of Republic Steel Corporation and the United Steelworkers of America, Case No. 1487, correctly analyzes the language here relied upon by the Union. The award reads in part as follows:

liability Section 7 B (c) (Similar to Inland Par. 93 and 116) on the contrary, does specifically stipulate when that may be done. The provisions of that clause, however, are clearly inapplicable to the facts of this case. To construe Section 7 B (d) (Inland Par. 103) as the Union suggests would be to add new terms to that clause. This I have no authority to do. In this case, the aggrieved have not been shown to have suffered any loss of pay or work due to the non-normal schedules they worked in the protested two weeks. All three gangs were scheduled for and worked five shifts in both weeks. And except for those two weeks, the Company has given the Union no further cause to fear that it would attempt to violate its scheduling obligations under Section 3. Should it do so, the Umpire, on a proper showing, would clearly have authority to order it to discontinue any impermissible schedule."

The quoted Award does not, however, relate to the specific situation that is deemed paramount here, i.e., the exception set forth in Article VI, Section 1, Paragraph D, that normal work patterns need not be followed where such schedules would regularly require payment of overtime.

AWARD

The grievance is denied.

Peter M. Kelliher

Dated at Chicago, Illinois
this 19th day of February 1962.