V11-1 Award
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5-Day Vers 4 Day

In the Matter of Arbitration Between:

ARBITRATION AWARD No. 463

INLAND STEEL COMPANY
- and -
UNITED STEELWORKERS OF AMERICA,
Local Union 1010

Grievance No. 10-G-21
Appeal No. 420

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations
R. J. Stanton, Assistant Superintendent, Labor Relations
H. S. Onoda, Labor Relations Representative, Labor Relations
G. R. Haller, General Foreman, Plant #1 Mills
M. S. Riffle, Divisional Supervisor, Labor Relations

For the Union:

Cecil Clifton, International Representative
Al Garza, Secretary, Grievance Committee
William Bennett, Griever

STATEMENT

Pursuant to notice, a hearing was held in Gary, Indiana, on November 22, 1961.

THE ISSUE

The statement of the grievance reads:

"The aggrieved (group of employees in the #1 Blooming Mill Rolling and Shearing Sequence) claim the Company violated the Collective Bargaining Agreement by scheduling employees from the Labor Pool to work in the sequence although no temporary vacancies existed for the week of 7/10/60 to 7/16/60. They claim this was done instead of scheduling employees established in the sequence for forty (40)hours. There were ten (10)turns filled by Labor Pool employees which were not temporary vacancies.

The appropriate employees with sequential seniority be paid moneys lost as a result of the Company's action."

The Company's reply reads:

> "The Mill operated 11 turns the week of July 10, 1960. Consequently, 11 operating turns and 1 roll change turn were available to the employees in the sequence. In accordance with Article VII, Section 9, all employees with sequence service were scheduled at least four turns. Because four sequential employees were absent on vacation this week, ten turns on the bottom jobs were filled by upgrading employees from the labor pool.
>
> There has been no violation of Article VII of the Collective Bargaining Agreement as alleged, and the request of this grievance is denied."

DISCUSSION AND DECISION

The above quoted grievance involves the schedule for the No. 1 Blooming Mill Rolling and Shearing sequence for the week beginning July 10, 1960. During the particular week in question, certain sequence employees were on vacation and because there was a special understanding, sequence employees were moved up to fill these vacation vacancies. Vacancies, therefore, existed as a result of the move-up in certain bottom jobs in the sequence. The Company scheduled sequence employees to four days work in this week.

It is the Union's essential position that sequence employees should have been given an opportunity to work a fifth day where no overtime was involved in certain turns filled by employees from the Labor Pool. As this Arbitrator has stated previously in Award No. 353:

> "There is no guarantee of hours of work under this Contract, but when work is available it is anticipated that it will be scheduled with due recognition of the established seniority rights of employees. The Company is expected to arrange its work schedule so as to avoid the payment of overtime rates".

There is no question that work would have been available for some of the employees with the highest sequential standing for forty hours during the week in question if the Company had desired to arrange the schedule in this manner. The "temporary vacancy" occurred only because the Company failed to schedule sequential employees to the bottom jobs in the sequence where it assigned Labor Pool employees. The preamble to Article VII is not without meaning. "Job Security" when a decrease of forces takes place should merit consideration "in proportion to length of continuous service". Seniority connotes a system of job tenure whereby employees acquire a degree of employment security or employment preference based upon their length of service. Article VII, Section 9, establishes in a situation such as existed in this case where there was a decrease in the turns available because of decreased business activity that a specified procedure was to be followed. While the Labor Pool employees cannot be said to have been probationary employees within this sequence, under Section 9 A, Paragraph (1), they, nevertheless, had no length of service credit in this sequence. Under this decrease in force situation they should not have been placed on jobs in the sequence, while sequential employees were working less than five turns.

As a matter of arbitration authority and the clear recognition of the Parties, sequential employees have a right to occupy jobs in the sequence for five turns when a fifteen turn schedule is being followed. Turns above fifteen are temporary vacancies. Clearly if employees with sequential standing have a right to work forty hours

on a fifteen-turn schedule, in order to preserve any meaning to the concept of "job security", they have an equal right to work any turns that will give them five days of work in preference to Labor Pool employees. Seniority and job security has its greatest significance in a period of reduced operation. If it is not permitted to function then, it is of little value. Sequential seniority means a right of job preference within a sequence. Labor Pool employees possess no right of job preference within the sequence. The sequential employees are entitled to work opportunities within the sequence. The Company in this case did not look to the seniority standing of the sequential employees when it prepared this schedule.

The Union apprised the Company of its position that seniority employees would have no basis for a grievance if they were assigned to bottom jobs in the sequence in order to get a fifth day while employees with less sequential standing were working on higher rated jobs. Certainly, however, the Company could not be liable in any event in this situation when it would be carrying out the intent of the seniority provisions to grant work opportunities in a sequence to employees with sequential standing. The sequential employees with the highest seniority were not required to accept a fifth day of work on these bottom jobs. If, however, they accepted work under these circumstances, they had no basis for a grievance. The reduction to a thirty-two hour work week would not permit Labor Pool or "non-sequential employees to share work in the sequence". The only purpose

of going to a thirty-two hour week would be to prevent the displacement of employees with sequential standing. The Arbitrator considers it significant that with reference to this unit an understanding existed and was put in practice to grant these fifth day work opportunities to employees with sequential standing. The evidence indicates that five employees with sequential standing could have been scheduled without any payment of overtime.

AWARD

The grievance is sustained. The five employees with the greatest sequential standing shall be entitled to a fifth day at the rates of the bottom jobs that they should have worked.

Peter M. Kelliher

Dated at Chicago, Illinois
this 29 day of DECEMBER