

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
Local Union 1010

Grievance No. 9-G-48

Appeal No. 458

Arbitration No. 467

Opinion and Award

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations
R. J. Stanton, Assistant Superintendent, Labor Relations
J. Borbely, Divisional Supervisor
E. J. Dolatowski, General Foreman, Roll Shop
H. S. Onoda, Labor Relations Representative, Labor Relations

For the Union:

Cecil Clifton, International Representative
Sylvester Logan, Vice-Chairman, Grievance Committee
James Anderson, Grievance Committeeman
Joseph Gyurko, Grievance Committeeman

This grievance calls for an interpretation of Article VII, Section 9 A and B. Section 9 is entitled Layoffs -- Force and Crew Reductions Due to Lack of Business. The opening language leading into both "A" and "B" is:

"When it becomes necessary to lay off employees because of decreased business activity, the following procedure shall be followed, unless otherwise mutually agreed between the Company and the Union:"

"A" is labelled "Sequential Jobs" and stipulates in Sub-paragraph (2) that layoffs shall not be made of employees with length of service standing in a sequence until the hours of work within the sequence have been reduced to 32 per week "where practicable." Sub-paragraph (3) reads:

"Should there be further decrease in force, employees will be laid off according to the seniority status as defined in the following paragraphs of this Section in order to maintain the thirty-two (32) hour week. Employees will be demoted in the reverse order of the promotional sequence in accordance with factors (a), (b) and (c) defined in Section 1 of this Article. Where factors (b) and (c) are relatively equal, continuous length of service standing shall govern. No question may be raised with respect to factor (b), 'Ability to perform the work,' where the employee has held and performed the duties of an occupation for six (6) months or more."

Immediately following this is:

"B. Labor Pool:

- (1) Employees in the labor pool shall be laid off in accordance with their departmental seniority."

The issue for our consideration is whether the provisions of Section 9, stipulating in effect that there shall be no layoffs unless the Company cannot for the group involved maintain a 32-hour week applies only to employees within the sequence or to employees in the labor pool as well.

It is the Company's view that "B" (Paragraph 161) stands by itself, and that as to employees in the labor pool the only requirement is that their layoffs be governed by departmental seniority, that the sentence in "A" (Paragraph 160) that "Should there be a further decrease in force, [that is, the reduction to a 32-hour week not being sufficient] employees will be laid off according to the seniority status as defined in the following paragraphs of this Section in order to maintain the thirty-two (32) hour week" has no reference to the following paragraph, which is "B" as quoted above.

The Company argues that in several prior awards relating to other parts of Article VII it has been held that separate sub-sections stand by themselves. I have examined the awards referred to and believe they are distinguishable on the facts of the respective cases. They do not declare as an immutable rule that one may not under any circumstances read the preceding or following related paragraph or sub-section if the full context indicates that they should be read together to ascertain the intent of the parties.

In the instant case, the Section in question deals with reductions of force due to lack of business. It disposes of probationary employees first. It then provides for no layoffs of employees in sequential jobs until a 32-hour workweek has been tried. If this still leaves more employees than are needed it stipulates that employees will be laid off according to seniority status as defined in the following paragraphs of this Section in order to maintain the 32-hour week. It is most significant that the purpose, "in order to maintain the 32-hour week," is coupled, with no separating punctuation or otherwise, with the specific reference to the following paragraphs of the Section. There is only one following paragraph in the Section, "B", which applies departmental seniority to employees in the labor pool. I do not see how the tie-in reference in Paragraph 160 to "B" can be ignored or expunged in the process of construction.

The Company explained the history of the Section 9 provision, the essential point being that until the 1956 contract there were following paragraphs in the Section. The three sentences in "A" starting with "Employees will be demoted in the reverse order of the promotional sequence" were separated from the earlier part of "A".

Nevertheless, in the 1956 Agreement and in the 1960 Agreement the reference to "following paragraphs" remained, and the only following paragraph is "B". I must repeat my conviction that by tying this reference directly to the stated purpose, "in order to maintain the 32-hour week," the parties have made their intent perfectly obvious, -- that if the 32-hour week does not meet the Company's need to reduce the force or crew, then layoffs shall be made, and in the labor pool it shall be by departmental seniority. Otherwise, the form and title of Section 9 as a whole makes little sense, the reference in "A" to the following paragraphs, which can mean only "B", must be distorted

into something it does not reasonably mean, and "B" is completely out of place and redundant because its essence has already been provided for in Section 5 of the same Article (Paragraph 144).

AWARD

It follows that the Company may not schedule employees in the labor pool at less than 32 hours per week due to lack of business, but must observe the provisions of Article VII, Section 9 as interpreted above.

Dated: March 29, 1962

/s/ David L. Cole

David L. Cole
Permanent Arbitrator