

In the Matter of Arbitration Between:

INLAND STEEL COMPANY

ARBITRATION AWARD NO. 480

- and the -

Grievance Nos. 20-G-21 & 20

UNITED STEELWORKERS OF AMERICA,  
AFL-CIO, Local Union No. 1010

Appeal Nos. 380 and 381

PETER M. KELLIHER  
Impartial Arbitrator

APPEARANCES:

For the Company:

Mr. W. A. Dillon, Assistant Superintendent, Labor Relations  
Mr. R. H. Ayres, Assistant Superintendent, Labor Relations  
Mr. A. T. Anderson, Divisional Supervisor, Labor Relations  
Mr. A. Gawlikowski, Foreman, Carpenter Shop

For the Union:

Mr. Cecil Clifton, International Representative  
Mr. Al Garza, Secretary of Grievance Committee  
Mr. James Balanoff, Grievance Committeeman  
Mr. Artis R. Balentine, Witness

STATEMENT

Pursuant to proper notice, a hearing was held in GARY, INDIANA,  
on May 15, 1962.

THE ISSUE

Grievance No. 20-G-21 reads:

"James Kelley, #3497, is working a 5-2 work schedule.  
For the week of July 3rd through July 9th, his work  
week was changed so as to deviate from this pattern  
by working Tuesday, Wednesday and Thursday, off  
Friday, and working Saturday."

The relief sought reads:

"That James Kelley, #3497, be paid at the rate of time  
and one-half for Saturday."

Grievance No. 20-G-20 reads:

"Raymond Sickles, #3495, is working a 5-2 schedule for the week of July 3rd through July 9. His work week was changed so as to deviate from this pattern by working Tuesday and Wednesday, off Thursday, and working Friday and Saturday."

The relief sought reads:

"Raymond Sickles, #3495, be paid at the rate of time and one-half for Saturday."

#### DISCUSSION AND DECISION

The issue here relates specifically to the week of July 3 through July 9. It is the Union's claim that these two employees are entitled to be paid the overtime rate for Saturday, July 9. The Parties are in agreement that fundamentally the same issues are involved in this case as were involved in Award No. 479, except that a different week is involved and different individuals filed the grievances.

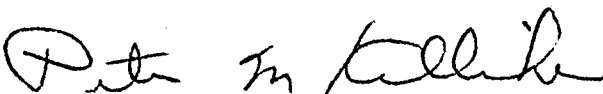
In this particular case, inquiry must be made as to whether the Company's non-normal scheduling was not beyond its control and in fact was arbitrary. The evidence shows here also that the Company was in a period of reduced business. During the particular week in question the Company was confronted with the further difficulty of scheduling four (4) days work over a five (5) day period because of the extended July 4 holiday which occurred on Monday of that week. Both of the Grievants were scheduled off on Saturday and Sunday preceding the July 4 holiday. The week in question began on Sunday, July 3. The record does show that since May 7, 1960, the two Grievants had been regularly working on a Tuesday through Saturday basis with Sunday and Monday off and they continued to work on that basis subsequent to the period in question. (Tr. 38 and 43). With reference, therefore, to the week of July 3, their work on Saturday, July 9, must be considered as part of their regular pattern. The Company did not schedule any more employees to work on Saturday, July 9, than they had been scheduling on Saturdays. In the week of June 19, thirteen employees were likewise scheduled. On Saturday in the week of June 12, twenty employees were scheduled for Saturday work. Despite the Company's efforts to reduce the number of employees assigned to Saturday work, some of this work necessarily had to be performed on Saturdays.

The Company was here required to provide coverage for the available work that existed during this five (5) day period, Tuesday through Saturday. The only way that all thirty-seven men could have been scheduled for four consecutive days would be to schedule this number of men on Wednesday through Friday, while scheduling only eighteen

for Tuesday and nineteen for Saturday. This scheduling would totally ignore, however, the requirement to have employees perform available work on a balanced basis for the entire five days. The Company does have a right to so schedule the work that an excess number of employees will not be present on days when there is not sufficient work and a shortage of employees on days when there is a heavy work requirement. One day of the week cannot be considered in isolation. Scheduling must be in relationship to a balance of the work forces and the work requirements. It was necessary for the Company to plan and schedule this work during the preceding week and the Company had to take into account the need to go forward with jobs in a certain sequence and to attain their completion at a definite time. (Tr. 22). Saturday work had to be performed to meet the normal open hearth rebuild work. (Tr. 24). There can be no question that all thirty-seven employees were available and if availability were the only consideration, all thirty-seven could be scheduled for four consecutive days, Tuesday through Friday. The need for performance of work is, however, the other criterion. The evidence does indicate that the Company did attempt to give men the four days as they were required to do under the Contract and to keep them as close to their regular pattern. The Grievants' "regular pattern" included Saturday work. (Tr. 28 and 29). The Union did not show in this case that the normal work pattern could have been followed without having more men out than were needed to perform the work on certain days and less men than were needed on other days. The Company does have a right to have a balanced crew throughout the week to meet the normal needs and still have sufficient men available should an emergency occur.

AWARD

The grievance is denied.

  
Peter M. Kelliher

Dated at Chicago, Illinois

this 9 day of August 1962.