

In the Matter of Arbitration Between:

ARBITRATION AWARD NO. 481

INLAND STEEL COMPANY

- and the -

UNITED STEELWORKERS OF AMERICA,
AFL-CIO, Local Union 1010

Grievance Nos. 20-G-43 & 45
Appeal Nos. 471 & 472

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-43 reads:

"Clarence Jeka, #3477, is on a frozen 5-2 schedule.
The week of August 28th to September 3rd he worked:

AUGUST						
28	29	30	31	1	2	3
S	M	T	W	T	F	S
O	X	X	X	X	O	X

The above does not follow the 5-2 pattern."

The relief sought reads:

"That Clarence Jeka, #3477, be paid for the deviation in his schedule at the rate of time and a half for Saturday, September 3rd, 1960."

Grievance No. 20-G-45 reads:

"Artis Balentine, #3463, is on a frozen 5-2 schedule.
The week of August 28th to September 3rd he worked:

AUGUST				SEPTEMBER		
28	29	30	31	1	2	3
S	M	T	W	T	F	S
O	X	X	X	X	O	X

The above does not follow the 5-2 pattern."

The relief sought reads:

"That Artis Balentine, #3463, be paid for the deviation in his schedule at the rate of time and a half for Saturday, September 3rd, 1960."

DISCUSSION AND DECISION

When the schedules for the week beginning August 28, 1960, were posted, the Grievants were to work four (4) days that week, i.e., Monday through Thursday. It is the Company's statement that it was not able to anticipate certain open hearth work that was required on Saturday, September 3rd. When the Open Hearth Department then requested the services of additional Carpenters, including the Grievants, they were called on Friday to report for work on Saturday, September 3.

There is no question that during periods of reduced business operations the Company may schedule employees for four (4) days of work. The days that these employees were scheduled to work were consecutive. This does, however, represent a situation of a change in schedule that was made after Thursday of the week preceding the calendar week in which the changes were to be effective. Under Article VI, Section 2, Paragraph 92, one of the recognized reasons for such a valid change is in the case of a matter "beyond the control of the Company".

Inquiry must be made here as to whether the Supervision of either the Carpenter Shop or the Open Hearth Department could have reasonably anticipated prior to the posting of the schedule that this additional work would be required. Certainly it must be found that the burden rests with the Company to secure co-operation between departments in the planning of schedules. The testimony in this series of cases does indicate that neither the Open Hearth Department nor the Carpenter Shop could know with any reasonable degree of certainty as to when furnace rebuild jobs might be needed. It had been estimated that work would be done on the No. 36 Furnace in the week of September 7, 1960. As it developed, however, this furnace needed a light roof

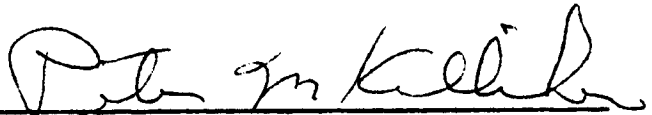
prior to that date. It became necessary also to reactivate the No. 30 Furnace which had been completely down. Neither of these jobs was reasonably anticipated when the Company prepared the schedule for the week of August 28. Even though other furnaces were also down, there is no showing that less work would be involved in starting up any other completely down furnace, or if so, that such other furnace would meet the need. There is no indication, in any event, in this record as to how much of this time had to be spent on the No. 30 Furnace as compared to the No. 36 Furnace. One of the possible explanations offered by the Company for getting the No. 30 Furnace ready is that the Open Hearth Department may have been having difficulty with some other furnaces.

While the Union does recognize that customer orders can be considered a matter "beyond the control of the Company", it does not believe that the matter of making repairs is "beyond the control of the Company". The Union did not introduce specific evidence, however, that would tend to show that the Company had actual knowledge prior to the scheduling for the week of August 28 that this work would actually be needed on September 3. The issue as to whether a matter is "beyond the control of the Company" must be determined on the basis of specific evidence relating to the Company's ability to determine or "control" the need for the work prior to the posting of the schedule.

The principles enunciated in the companion awards are equally applicable in this situation.

AWARD

The grievances are denied.


Peter M. Kelliher

Dated at Chicago, Illinois

this 20 day of August 1962.