In the Matter of Arbitration Between:

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

ARBITRATION AWARD NO. 482

Grievance No. 18-G-25
Appeal No. 453

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. R. A. Morris, Assistant Superintendent, Yard Department

For the Union:

Mr. Cecil Clifton, International Representative
Mr. Al Garza, Secretary of Grievance Committee
Mr. Clarence Bullock, Griever
Mr. Martin Connelly, Assistant Griever
Mr. Alex Valentino, Witness

STATEMENT

Pursuant to proper notice, a hearing was held in Gary, Indiana, on May 15, 1962.

THE ISSUE

The issue in this case is the disposition of Grievance No. 18-G-25 which reads as follows:

"The aggrieved employees, 313-318-325-329-336-345-350-365-374-391-392-445-460-477 and 482 contend that the schedule was changed from the approved

S	M	T	W	T	F	S
O	W	W	W	W	W	O

to:

S	M	T	W	T	F	S
O	O	O	W	W	W	W

the week of May 29th to June 4th, inclusive."

The relief sought reads:

> "The above stated aggrieved be paid time and one-half for Saturday, June 4th, at the rate of time and one-half for this violation."

DISCUSSION AND DECISION

Throughout the series of cases that were heard on this date, there is considerable confusion as to the schedules. The Union produced a facsimile of a schedule, but concedes that there might have been some minor errors in transposition. The Company states that its schedules came directly from the original records of the Company. There is no dispute that employees did work a non-normal work pattern during the period in question. They did not, however, perform work on the sixth or seventh workday in a payroll week "during which work was performed on five (5) other work days" as said language appears in Paragraph 102. Likewise, they do not come under Paragraph 103 because they did not work on the sixth or seventh workday of a seven--consecutive-day period "during which the first five (5) days were worked". They consequently did not bring themselves within these overtime provisions of Section 2 of Article VI.

Prior Arbitration Awards 479, 480, and 481 analyzed similar factual situations with reference to Article VI, Section 1, and the claim of "approved schedules". In this particular case the 14 grievants ask overtime for Saturday, June 4. If Sunday, May 29 be considered the first day of this seven--consecutive-day period, it must be noted that the employees did not work on Tuesday, Wednesday, and Thursday of that week so that it cannot be said that they worked the first five (5) days in said week. The principal issue in this case is whether the Company's failure to schedule on the basis of a normal work pattern comes under the exception permitting a deviation for "other matters beyond the control of the Company". In this case the Company states that it had 66 Laborers available for scheduling in the week of May 29, 1960. As was likewise true in other cases in this series, the Company was in a period of decreased business activity and there was not enough work available to schedule all of these men on a five-day basis. The Company desired to schedule all of the men at least four days. The Company did schedule thirteen of the Grievants on Monday, May 30 (Memorial Day) and they were paid 2½ times the regular rate of pay. All of the employees were scheduled for three consecutive days off. Because of the cancellation of 24" Bar Mill work, the Company knew that work would not be available on the following Sunday. The Company was making an effort to eliminate week-end work.

As this Arbitrator has observed in a prior case in looking at the schedule of a prescribed number of Grievants, its propriety cannot be determined without knowing how it affects the other employees who are also to be scheduled so that they can get the maximum number of days of work. This Arbitrator on a proper showing that the Company was arbitrarily scheduling on a non-normal basis would award a penalty payment in order that the provisions of the Contract with reference to normal scheduling would be enforceable. Management is expected to introduce affirmative evidence as to the reasons that it believes would bring the matter under the exception, i.e., "beyond the control of the Company". This is information peculiarly within the knowledge of the Company. Mere assertion of "reduced operations" standing alone would not be sufficient. The Contract does contemplate a four (4) day work week and the existence of this condition--does not in itself excuse a non-normal work pattern. The Union has not shown how all of the sixty-six Laborers could have been scheduled during the week in question on a normal work pattern. Where the Company would have sufficient prior knowledge of the cancellation of 24" Bar Mill work and a schedule could properly be worked out to give the maximum number of days for all employees and yet maintain a normal work pattern, this Arbitrator would award a penalty payment. Such evidence, however, is not before the Arbitrator in this case.

AWARD

The grievance is denied.

Peter M. Kelliher

Dated at Chicago, Illinois

this 9 day of September 1962.