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INLAND STEEL COMPANY )
)
and )
)
UNITED STEELWORKERS OF AMERICA )
Local Union 1010 )

Grievance No. 10-G-39
Appeal No. 511
Arbitration No. 490

Opinion and Award

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations Department
G. Haller, General Foreman, No. 1 Bloomer
M. S. Riffle, Divisional Supervisor, Labor Relations Department

For the Union:

Cecil Clifton, International Representative
Sylvester Logan, Vice Chairman, Grievance Committee
William Bennett, Grievance Committee

The issue is whether the Company complied with the mutual agreement of August 31, 1960 in scheduling the 19" Rolling and Shearing Sequence employees in Plant No. 1 Mills in the workweek starting Sunday, October 9, 1960. The Union cites Article VII, Sections 4 and 5, but the special mutual agreement in this department, made pursuant to Article VII, Section 9, is more specifically involved.

In the grievance the same complaint was also made as to the week of October 2, 1960, but this was withdrawn at the hearing when the Union realized that what it proposed could not be done without subjecting the Company to overtime pay.

The grievant, C. Baker, worked four turns in the sequence and one turn in the labor pool in the October 9 week, while an employee junior to him worked two turns in the sequence. Twelve men senior to the grievant worked five turns, and it is the Union's contention that there was available to Baker a fifth turn in the sequence and that he should therefore be given the difference between what he received for working in the labor pool one turn and what he would have received on a sequential job which the Union identifies as Tilt Table Operator.

This is a non-continuous department, and its operations had been down below 10 turns until the week of September 25, 1960. In the week of October 9 it was at 11 turns and was manned by two crews. The procedure to be followed when there is a force reduction due to lack of business stipulated in Article VII, Section 9 (cutting down to four turns per employee) was modified as therein permitted by the above-mentioned mutual agreement which provides:

> "Down to and including a ten-turn level of operation, Management will demote sufficient employees in the above-mentioned sequences as of June 11, 1960 in an attempt to schedule the remaining employees in these sequences five (5) days per week. Employees will be stepped back within each

of these sequences and into the labor pool in accordance with the provisions of Article VII, Section 6(c) of the Collective Bargaining Agreement."

There were 66 man turns of work available. The Union's view is that the 13 senior employees, which would include grievant as the 13th, should have been given five turns each before the junior employee, Smith, who is 14th in seniority, was assigned to work in the sequence.

The Company contends that it attempted, as required by the mutual agreement, to provide five turns for the senior employees but that because of certain waivers of promotions and a temporary demotion for good cause that week it was not possible to schedule grievant for five turns in the week in question.

The fact is that the turns worked by Smith, the junior employee, were on the same days on which grievant was scheduled and working on higher paying jobs, so that grievant could not have replaced Smith without making the Company liable for overtime pay. This, it is conceded, is not required by the mutual agreement or by the basic agreement.

Some juggling might have been indulged in, but the testimony indicated that even this would not have accomplished the purpose the Union is advocating without changing the scheduled turns of the Roller, an occupation which is outside the bargaining unit, and this the Union has no right to demand.

Under the facts of this case, it must be found that Management made a good-faith attempt to provide five turns for each of the 13 senior employees, but that circumstances prevailing in the department prevented it from doing this successfully with respect to one turn for the No. 13 employee. This does not constitute a violation of the mutual agreement of August 31, 1960.

AWARD

This grievance is denied.

Dated: August 31, 1962

/s/ David L. Cole
David L. Cole
Permanent Arbitrator