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

Grievance No.	Appeal No.
10-G-46	513
10-G-47	514

VI-1

Arbitration No. 491

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 grievants in this case are a #1 Shipper and two Hot Steel Hookers, who, together with a Craneman, constituted a shipping crew in the Plant No. 1 Mills in November, 1960. At the time of the incident complained of, the producing units in Plant No. 1 Mills were on a reduced work schedule for lack of business and the shipping crews were on 32-hour weeks and none was scheduled on the 8-4 turn on Tuesday, November 15, 1960. Because of an unanticipated request for the delivery of certain steel on hand from the 14" Mill at 8:30 a.m. that day and a similar request shortly before 1 p.m. from the 10" Mill, in both cases for deliveries to be completed by 4 p.m., the Company made up a shipping crew of employees on other jobs on the turn. This led to the instant grievances, the claim being that the three grievants should have been called out for what would have been their fifth turn and that they should be reimbursed for the time they were deprived of, citing Article VI, Section 1, and Article VII, Section 6.

The Company resists this claim for the reason that when it posted the schedule for the week on Thursday, November 10, 1960, it had no knowledge that the above-mentioned requests would be made for deliveries by the 10" and 14" Mills on Tuesday, November 15, and that the posted schedules were made up in good faith to cover the work anticipated for the week in question.

Normally, when in a period of reduced operations (12 turns or less), Management does not schedule a shipping crew on down turns of the #1 Blooming Mill. This Mill was down on the 8-4 turn on Tuesday and in the exercise of its judgment based on experience the Company did not schedule a shipping crew for that turn.

The only possibly pertinent provision of Article VI, Section 1 is Paragraph 92 which provides that in case of breakdowns or other causes beyond the control of the Company, the Company may change posted schedules. Arbitrator Kelliher in Arbitration Nos. 358 and 402 has held that there is a significant difference

between a permissive and a mandatory provision, and that this permissive right of the Company may not be converted by the Union into something that is compulsory.

The Union places strong reliance on the rulings in Arbitration Nos. 353 and 463. The observations there made by Arbitrator Kelliher were of course related to the facts before him. The facts in those cases were materially different from those here under consideration. In reading the decision in a given case one must be careful not to extend its effect indiscriminately. The significance of the point made in relation to the facts involved must not be overlooked.

Arbitration 353 was the on-again, off-again case. The employees had been scheduled for five days, but one of the turns was dropped. On Friday the employees were told to report on Saturday, but later that day this was countermanded. Some of the employees did not hear of the latest change and reported on Saturday and the Company operated the unit on Saturday, with some senior employees not on the job because of the confusion. Arbitrator Kelliher granted the grievance of these senior employees who were denied a fifth turn while their juniors worked.

In Arbitration 463 the employees were on a four-day schedule. There were some people scheduled for vacations, and the Company filled the resulting vacancies as temporary vacancies. The Arbitrator ruled that since the vacations schedule was known to the Company when it scheduled the employees for the week it could have provided work for them on the fifth day to fill these vacation vacancies, and should have done so. The point was that it had knowledge of the vacation schedule, and could have given the senior employees five days of work without overtime.

It must be remembered that when other employees are assigned to work which is not normally theirs, they are given at least the same rate of pay as the employees who normally do the work. It is anticipated in the Agreement that such things will occur, for provision is made for the rates to be paid in such circumstances, in Article VI, Section 3, for example.

In this case, grievants could not have been held over. They would have had to be called out. Certainly, there is no evidence that on the previous Thursday, when the week's schedule was posted, the Company knew that there would arise a need on Tuesday, after the 8-4 turn was in progress, for steel to be delivered to the 10" and 14" Mills. Considering the short time available once these requests were made, it is a stretch of logic to impute bad faith to Management in meeting these unexpected requests with other employees on the turn. I see no evidence in this case on the basis of which such a finding could be made. It was simply a case of finding a practical way of meeting an unusual situation, considering the time factor and other circumstances.

AWARD

This grievance is denied.

Dated: August 31, 1962

/s/ David L. Cole

David L. Cole
Permanent Arbitrator