INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
Local Union No. 1010

Grievance No. 16-G-113
Appeal No. 525
Arbitration No. 495

Appearances:

W. A. Dillon, Assistant Superintendent, Labor Relations Department
R. J. Stanton, Assistant Superintendent, Labor Relations Department
J. Borbely, Divisional Supervisor, Labor Relations Department
W. L. Weichsel, General Foreman, Coil Pickler, No. 1 and No. 2 Cold Strip

For the Union:

Cecil Clifton, International Representative
A. Garza, Secretary, Grievance Committee
Ted Rogus, Griever

This grievance, filed on behalf of nine employees in the continuous Pickling Lines Sequence in No. 1 Cold Strip, alleges that these employees were scheduled for 32 hours but were improperly deprived of one turn each when the Company revised their schedules during the workweek by cancelling a turn. It alleges this has happened on several occasions, and, citing Article VII, Sections 1, 3, 4 and 8, requests one day's pay for each of the grievants.

It is charged that this happened in the weeks of October 27, 1960 and November 27, 1960, but at the hearing the Union conceded that the earlier week must be eliminated because the grievance was out of time as to that week. It was also agreed that one of the grievants, R. Sasser, has no claim because he chose to exchange turns with another employee, and but for this he would have worked four turns as scheduled.

The schedules posted for the week of November 27 showed five turns for employees with greater sequential seniority and four turns for certain others. On Thursday, December 1, at about 10:30 a.m. the Pickler Section was informed there would be no steel available for it to work on in two turns, the 3-11 turn on Thursday, December 1 and the 11-7 turn on Friday, December 2. The Company readjusted schedules so that three employees were given a fourth turn of work, in replacement of one of the cancelled turns, but these grievants lost a turn of work. This was because they were all scheduled to work on the remaining days of that workweek, and if they had been assigned to an additional turn on such days it would have involved overtime pay.

The Union questions the scheduling policy of the Company in general. It maintains that if the employees with the greater length of service in the sequence were scheduled for turns in the early part of the week it would be possible to pick up a substitute turn for them if for some reason one of their scheduled turns must be cancelled.

The Union points out that what happened this week had occurred in other workweeks, that when the employees complained about this the Company promised

to try to avoid it, and that after such complaints the Company did improve things. In any event, it is the Union's view that when there is work available, during a period of lessened business activity, the employees with the greater sequential standing are entitled to have not less than 32 hours of work.

The Company's response is that it properly scheduled the employees in this sequence in accordance with its reasonable anticipation of the work that would be available; that it had to cancel the two turns mentioned because the coils expected from the 44" and 76" Hot Strip Mills could not be provided, because of changed demands for the available products of the No. 1 and No. 2 Open Hearth or the No. 3 Blooming Mill or No. 4 Slabbing Mill (all of which were operating at the time at reduced levels); and consequently it had to change the posted schedules and did so in accordance with Article VI, Section 1, D(3) (Paragraph 92), which states, in part:

> " ... with respect to any such /posted/ schedules, no changes shall be made after Thursday /of the preceding week/ except for breakdowns or other matters beyond the control of the Company."

The Company pointed out that to the extent possible without the assumption of overtime penalties it adjusted schedules to give the more senior employees another turn of work but that this could not be accomplished for the grievants because they were already scheduled to work on the remaining days.

The Union's position is dependent on a general concept of seniority rights, but such rights must be based on some provision in the Agreement. No provision relied on by the Union is specifically in point, although it cited several awards which enforced certain seniority rights of employees with sequential standing. Each of these cited awards, however, involved some fact or circumstance which distinguishes it from the situation in this case.

In Arbitration 298 and Arbitration 316 there were contests between labor pool employees, none of whom had sequential standing, and the grievances were disallowed. Arbitration 353 was an unusual case, in which there was a comedy of errors, with the result that work which the grievants, who had sequential standing, should have performed, was assigned to others on a Saturday. This was corrected by the award. In Arbitrations 463 and 468 employees with sequential standing were scheduled for four turns while labor pool employees were given bottom jobs. This was held to be improper scheduling, for the reason that available work in the sequence should have been scheduled up to five turns each as work of the grievants, as employees who had sequential standing.

It must be noted that these rulings are not authority for the proposition that the Company may not change a schedule after it has been posted without providing at least four turns of work in the week for the employees with the longest sequential standing.

The only real question remaining is whether the facts here reflect a situation in which the schedule was changed for "matters beyond the control of the Company," as that expression is used in Paragraph 92. This is a close question, but the finding is that the change was necessitated by other, supervening demands for the products of the open hearths, or the blooming or slabbing mills, or the hot strip mills which were not and could not have been anticipated by supervision of the Continuous Pickling Lines at the time the

schedules for the week were prepared and posted. Operations in all the departments involved were at a low level at the time, and the Company's custom type of business created the difficulty. Certainly, it was not deliberate over-scheduling, nor faulty scheduling, and the Company tried to accommodate operations to take care of the more senior people for at least four turns, succeeding as to three of them.

The fact is that this type of change, in which some employees were compelled to work three instead of four turns, occurred in only four weeks out of 48, although in 11 weeks the number of line turns actually operated varied from the number scheduled. Under these circumstances, one cannot find on the evidence that there was any discrimination practiced or planned against any of the employees. Again, as stated in some prior awards, if the practice should become widespread, or if there is evidence of planned discrimination, it would be possible to correct this by appropriate awards.

Reference was made by the Union to two awards at Republic Steel Corporation (Umpire Decisions No. 144 and 145). These involved claims for overtime because the employees had been scheduled for six days and their turns on the second day had been cancelled with "no valid excuse," as found by the Umpire. He stated in his opinion that the evidence did not sustain the Company's contention. There was apparently no evidence as to why the turn was cancelled in those cases, so, under the contract provision he was applying, he held that the day the employees were laid off should be counted as a day worked. The situation is not analogous to ours because of the differences both in facts and the contract provisions involved.

AWARD

This grievance is denied.

Dated: March 20, 1963

David L. Cole

David L. Cole
Permanent Arbitrator