INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
Local Union 1010

Grievance No. 18-G-40
Appeal No. 518
Arbitration No. 496

Opinion and Award

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations
R. H. Ayres, Assistant Superintendent, Labor Relations
R. A. Morris, Assistant Superintendent, Yard Department

For the Union:

Cecil Clifton, International Representative
A. Garza, Secretary, Grievance Committee
Clarence Bullock, Griever
Marty Connelly, Assistant Griever

The Plant #1 Yard Laborers and Janitresses complain in this grievance that the Company deviated from the normal work pattern and request that the Company be directed hereafter to observe the governing contract provisions, citing Article IV, Section 1, and Article VI.

Grievants and the Plant #2 Yard Laborers had been on a non-normal work pattern, but on November 17, 1958 the Grievance Committeeman in Plant #1 withdrew his approval thereof, pursuant to Article VI, Section 2 (Paragraph 103). Thereafter, until September 18, 1960 a 5-2 schedule was maintained as to the Plant #1 Yard Laborers and Janitresses, but in the weeks of September 18 and 25, while they were on a 32-hour week, some of these employees were required to work in the Monday - Saturday periods other than on four consecutive days. In the first of these workweeks, 11 out of 60 Yard Laborers, and in the second 18 out of 63 employees worked four non-consecutive days. The same was true of the eight Janitresses, but as to these the Company concedes it was in error and in violation of Article VI, Section 1 C.

Article VI, Section 1 C. provides in part:

> "(1) The normal work pattern shall be five (5) consecutive workdays beginning on the first day of any 7-consecutive-day period ... .
>
> "(2) A work pattern of less or more than five (5) workdays in the 7-consecutive-day period shall not be considered as deviating from the normal work pattern provided the workdays are consecutive."

Sub-Section D (1) which follows the above, sets forth the exceptions to scheduling on the basis of the normal work pattern, one of them being where:

> "(b) deviations from the normal work pattern are necessary because of breakdowns or other matters beyond the control of the Company."

Management asserts that during September, 1960 operations were at a low level. These Yard Laborers service various departments or mills, and usually they help do major jobs while such departments are on down turns. When, however, these other departments are on short turns their own laborers are available for much of the work, and there is no need for the Yard Laborers to work on Sundays, because the equipment is down on other days. Thus, little over half of the Open Hearth furnaces were in use during September, and the various mills were down to 8 to 12 turns per week.

Nevertheless, about 18 Plant #1 Yard Laborers were needed on Saturdays in the two weeks in question, and on Monday through Friday the number varied from 34 to 60 in the first week and from 40 to 57 in the second week as Management was able to schedule the anticipated work. Since a 32-hour week was in use, and these employees work only on the 8-4 turn, with no work required on Sunday and only 18 men needed on Saturday, if the Company strictly observed the 4-consecutive-day requirement it would have had 16 or 17 employees too few on Mondays, and 11 or 12 too many on Thursdays. The Company urges that this constituted a situation in which it was beyond its control to maintain a normal work pattern of four consecutive days for all the grievants.

In Arbitration 449 Arbitrator Kelliher ruled that the Company was excused from the normal work pattern if in observing it the Company would be subjected regularly to the payment of overtime.

In a recent award, Arbitration 480, he ruled that the "beyond the control of the Company" provision applied in a situation in which the Company found it necessary "to provide coverage for the available work" during a certain five-day period by deviating from the normal work pattern. Arbitrator Kelliher stated:

> "There can be no question that all thirty-seven employees were available and if availability were the only consideration, all thirty-seven could be scheduled for four consecutive days, Tuesday through Friday. The need for performance of work is, however, the other criterion. The evidence does indicate that the Company did attempt to give men the four days as they were required to do under the Contract and to help them as close to their regular pattern. ... The Union did not show in this case that the normal work pattern could have been followed without having more men out than were needed to perform the work on certain days and less men than were needed on other days."

In our case the Union made an effort to show that the servicing work these Yard Laborers do for other departments might have been planned differently so as to enable the Company to observe the normal work pattern. It also contended that by a more effective distribution of the work between the Plant #1 and Plant #2 Yard Laborers the Company could have maintained such a work pattern. In fact, however, on all the evidence, it is more plausible and realistic to accept the proposition that the Company seriously tried to adhere to the normal work pattern as closely as possible, and succeeded to the extent that 49 out of 60 in the first week and 45 out of 63 in the second week did have their four consecutive days of work. Moreover, the Company's concession that it was wrong in not arranging the schedules of the Janitresses in a similar fashion indicates that it recognizes its responsibility to observe the normal work pattern unless the reasons for deviating are actually beyond its control. I am not convinced that the Company could have avoided any deviations from the

normal work pattern in this instance.

This ruling is of course based on the facts as developed by the evidence in this case. It is not a license to depart from the requirements of Article VI, Section 1 merely because operations are at a reduced level. We must remain aware of the fact that Article VII, Section 9 provides for a 32-hour week in the very condition we are concerned with here, namely when there are layoffs or force reductions because of lack of business.

AWARD

With respect to the Janitresses this grievance is sustained; as to the Plant #1 Yard Laborers it is denied.

Dated: August 31, 1962

/s/ David L. Cole

David L. Cole
Permanent Arbitrator