

In the Matter of Arbitration Between:

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

ARBITRATION AWARD NO. 500

Grievance No. 16-G-99
Appeal No. 530

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

Mr. W. A. Dillon, Assistant Superintendent, Labor Relations
Mr. R. J. Stanton, Assistant Superintendent, Labor Relations
Mr. R. S. Miller, General Mill Foreman, No. 1 & 2 Cold
Strip Departments

For the Union:

Mr. Cecil Clifton, International Representative
Mr. James Baker, Assistant International Representative
Mr. Ted Rogus, Grievance Committeeman
Mr. Mike Matusiak, Grievance Steward
Mr. William Bennett, Secretary, Grievance Committee

STATEMENT

Pursuant to proper notice, a hearing was held in MILLER, INDIANA
on August 7, 1962.

THE ISSUE

Grievance No. 16-G-99 reads:

"Aggrieved, J. Bennet, #14176; Wells, #14545;
Trinosky, #14176; and Jogiel, #14184, contend
Management is in violation of Collective Bargain-
ing Agreement when, for the week of November 20,
they received credit for only 3 days of work.
Non-sequential employees were scheduled for the
week in question were as follows:

G. Shown, #14632
R. Easterling, #14348
A. Savage, #14591
V. Wagner, #14792

Pay aggrieved all moneys lost."


DISCUSSION AND DECISION

The principles applicable in this case have been fully set forth in prior Arbitration Awards by Arbitrator Cole and this Arbitrator. The inquiry in this particular case is based largely upon the factual question as to whether a schedule could have been designed on the previous Thursday that would meet customers' orders and would have permitted the sequential employees in Mr. Trinosky's crew to work four days during the week beginning November 20 without the Company incurring overtime payments. The Union did accept a challenge of the Company to present a proposed schedule to show how the Grievants could have been scheduled without incurring overtime. As the Union witness stated, however, the proposed start up as suggested by him on the 12--8 turn on Monday, November 21, was predicated upon the assumption that there was an adequate amount of cold steel back of the Temper Mills so that the start up could thus commence on this 12-8 turn. The Union witness stated that the start up of the Temper Mill was based upon the backlog in back of the Temper Mills. This statement then prompted an inquiry as to the situation that prevailed that week with reference to the Anneal. The Company record showed that the Anneal went down at 4:00 p.m. on November 19. No unloading was done until the day turn Monday, November 21. It is evident, therefore, that work could not have been performed on the 12-8 turn on Monday, November 21.

The Arbitrator cannot find based upon the evidence that there was an adequate amount of cold steel in back of the Temper Mills so that the first turn of the proposed schedule could have been worked as the Union suggested and thus avoid overtime. The record does show, however, that the non-sequential employee who filled Mr. Stamper's job while he was on vacation, worked four days that week. The Company on the preceding Thursday could have originally scheduled one of the Feeders from Mr. Trinosky's crew to replace Mr. Stamper rather than give this assignment to a non-sequential employee. Because there would be a down turn in the beginning, no overtime would be involved. This would not be a case of scheduling an employee out of his regular crew from one mill to another mill on the same turn. If the employee with the highest sequential standing had been offered this opportunity for an extra turn during this period of reduced operations, he very probably would have accepted it.

AWARD

The grievance is sustained to the extent that the employee with the greatest sequential standing in Mr. Trinosky's crew who was not given an opportunity to work four days should be compensated for one day's pay.



Peter M. Kelliher

Dated at Chicago, Illinois
this 12 day of September 1962.