

In the Matter of Arbitration Between:

INLAND STEEL COMPANY

- and -

UNITED STEELWORKERS OF AMERICA,
AFL-CIO, Local Union 1010

ARBITRATION AWARD NO. 507

Grievance No. 20-G-79
Appeal No. 563

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

Mr. W. A. Dillon, Assistant Superintendent, Labor Relations
Mr. R. H. Ayres, Assistant Superintendent, Labor Relations
Mr. J. J. Matusek, Assistant Superintendent, Mechanical Dept.
Mr. A. N. Bitcon, General Foreman, Blacksmith Shop
Mr. A. T. Anderson, Divisional Supervisor, Labor Relations

For the Union:

Mr. Cecil Clifton, International Representative
Mr. James Balanoff, Griever
Mr. Andrew Gavura, Grievant
Mr. Al Garza, Chairman of Grievance Committee

STATEMENT

Pursuant to proper notice a hearing was held in MILLER, INDIANA,
on September 25, 1962.

THE ISSUE

The grievance reads:

"Andrew Gavura, #3025, heat treater, was scheduled for
a 4 day work week the week of January 20 - February 4.
His schedule was as follows:

January			February			
29	30	31	1	2	3	4
S	M	T	W	T	F	S
0	X	X	X	X	0	0

On Friday, February 3, and Saturday, February 4, Martin
Vega, #3003, blacksmith, was promoted to the job of heat

treater for 2 turns. The job of heat treater is a 6 turn operation with the regular heat treater only getting a 32 hour week. The same happened again for the week of February 5 to February 11, 1961."

The relief sought reads:

"That Andrew Gavura, #3025, be paid 8 hours of wages and incentive due him for Friday, February 3 and for Friday, February 10, and for all further time lost by the above scheduling."

DISCUSSION AND DECISION

The Grievant, Andrew Gavura, did work thirty-two (32) hours per week during the period in question. Article VII, Section 9, is a specific provision which clearly controls in this situation. The Heat Treater occupation is a part of this sequence. Under Paragraph A (2) of the above-mentioned contractual provision the "hours of work within a sequence" are to be reduced to thirty-two (32) hours per week. It was mandatory for the Company to reduce the hours of work "within" this sequence. There can be no question this was a period of "decreased business activity". Employees had been laid off under these contractual provisions. In this particular case the Arbitrator is not confronted with the situation of any employee working more than thirty-two (32) hours. All employees, including the Grievant, worked only thirty-two (32) hours. It is the Grievant's argument that he should be entitled to forty (40) hours of work. This would be clearly contrary to the expressed language of the Contract and the contemplated "sharing of work" would not be possible. Actually no resort need be had to past practice in this case because of the clear wording of the Contract. It is observed, however, that the Grievant while a Blacksmith, did work as a Heat Treater in order to obtain four (4) days of work.

In analyzing the evidence in this record it is, however, noted that in one of the weeks involved the Grievant worked as a Blacksmith for two (2) days while Mr. Vega, junior in sequential standing, worked two (2) days as a Blacksmith and two days as a Heat Treater. The Company should have been apprised of the date when Mr. Kozlowski would retire. There can be no question that the Company clearly understood that the Grievant was asking for five (5) days of work as a Heat Treater. (Company Brief p. 4). He was certainly entitled to work and his complaint clearly implies that he at least wanted to work four (4) days as a Heat Treater. As a matter of Contract, Mr. Gavura, is entitled to work as a Blacksmith, if it should be necessary, in order to give him thirty-two (32) hours of work in this sequence provided he has the ability to do the work available.

AWARD

The Grievant should be made whole for loss of earnings when he was assigned during the week in question as a Blacksmith instead of as a Heat Treater when an employee with less sequential standing worked as a Heat Treater.



Peter M. Kelliher

Dated at Chicago, Illinois

this 18 day of October 1962.