

In the Matter of Arbitration Between

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

ARBITRATION AWARD NO. 517

Grievance Nos. 15-G-53 and  
15-G-52

Appeal Nos. 619 and 620

PETER M. KELLIHER  
Impartial Arbitrator

APPEARANCES:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations Dept.  
R. J. Stanton, Assistant Superintendent, Labor Relations Dept.  
O. F. Walters, General Mill Foreman, 44" Hot Strip Dept.

For the Union:

Cecil Clifton, International Representative.  
Dalton Blankenship, Witness.  
Harry Madsen, Witness.  
Gavina Galvan, Grievance Committeeman.  
Tonio Vasquez, Witness.  
William E. Bennett, Acting Chairman, Grievance Committee.

STATEMENT

Pursuant to notice, a hearing was held in Miller, Indiana, on November 14, 1962.

THE ISSUE

Grievance No. 15-G-53 reads:

"Aggrieved employee, Caliban, Check #9234, with sequential seniority in the 44" Hot Strip Heating Sequence was scheduled less than five days in order to divide work with nonsequential employee, cites the Company for noncompliance with sequence seniority provisions of the Collective Bargaining Agreement.

A sequentially younger employee, Dura, Check #9277, worked Heater Helper First Class on Monday, January 16th, 3 to 11 turn. The Company upgraded from department labor pool during work week".

The relief sought reads:

"Aggrieved be paid monies lost and company to schedule sequential employees five days when fifth day is available".

Grievance No. 15-G-32 reads:

"The aggrieved employee, H. Madsen, Check No. 9228, in the Hot Strip Heating Sequence, was scheduled less than five days in order to divide work with nonsequential employee cites the Company for noncompliance with sequence seniority provisions of the Collective Bargaining Agreement.

A sequentially younger employee, Caliban, Check #9234, worked as heater on January 15, 1961, on 3 to 11 shift. The Company upgraded from department labor pool during work week".

The relief sought reads:

"Aggrieved be paid monies lost and the company to schedule sequential employees five days when fifth day is available".

#### DISCUSSION AND DECISION

The parties stipulated that the identical issue is raised by each of the grievances. The basic principles that are controlling in this case were set forth in Arbitration No. 463 by this Arbitrator and were reaffirmed by Arbitrator Cole in Arbitration No. 468.

Employees with sequential standing should be scheduled if this can be done without incurring the payment of overtime premium. The Company however, is not required during a period of reduced operations to schedule an employee for a particular turn if in so doing it would subject itself to overtime liability.

The actual schedules here were examined by the Union at the hearing and the Union did not make a showing that the grievants could have performed the work that the non-sequential employees performed without either working more than eight hours in one day or working a sixth day.

Under each of these alternatives, overtime liability would be incurred by the Company.

It is recommended that where an essentially factual question exists that the Parties examine the schedules prior to or during the grievance procedure to determine whether in fact the schedule could have been developed in such a manner that sequential employees could perform work without overtime being incurred.

#### AWARD

The grievances are denied.

  
Peter M. Kelliher  
Arbitrator

Dated at Chicago, Illinois,  
this 3 day of January, 1963.