Grievance No. 9-E-13
Appeal No. 132
Arbitration No. 152

INLAND STEEL COMPANY )
)
and )
)
UNITED STEELWORKERS OF AMERICA )
Local Union 1010 )

Opinion and Award

Appearances:

For the Company:

William T. Hensey, Jr., Assistant Manager, Industrial Relations
W. A. Dillon, Divisional Supervisor, Labor Relations

For the Union:

Cecil Clifton, International Staff Representative
Fred Gardner, Chairman Grievance Committee

In a grievance filed on February 15, 1955 the Union charged the Company with violating Article VI, Section 11 of the 1954 Agreement because of the manner in which it filled a temporary vacancy in the occupation of Shop Helper (Hooker) in the Main Roll Shop Department on the 12-8 turn, January 27, 1955. The Union's request, as stated in the grievance, is "that the Company abide by the Agreement, and the Hooker that the Company should have held over or called out be paid all wages lost through this violation."

This is a small department; for the 12-8 turn during the week of January 24, 1955 the Company had scheduled only 13 men, -- seven Roll Turners, four Apprentices, one Craneman, and one Hooker. The overhead crane, manned by the latter two, simply serviced the roll turner operations. They were, however, in one promotional sequence, while the Roll Turners and Apprentices were in another.

On this turn on January 26, 1955 the Hooker, Noyola, was absent without excuse or notice. For this, and for having failed to report on, when he appeared for his turn on January 27, Noyola was given a disciplinary suspension and not permitted to work. Piru, the Hooker on the 4 - 12 turn, had been held over on January 26, but declined again to work two turns the following day because he was fatigued. While one of the Union witnesses denied this in undertaking to sustain the charge that Management had ignored Article VI, Section 11, it is clear that Piru was requested by the foreman to work the 12 - 8 turn in question. In fact, in a grievance filed on January 27, 1955 on behalf of Noyola, it was stated that "there was no other Hooker available to take (Noyola's) job" that night.

The foreman thereupon assigned one of the Roll Turner Apprentices to work as Hooker on this turn, and, in accordance with Article V, Section 8, he was paid the Hooker's rate of pay for the turn. Since the Apprentice was in the Roll Turner Promotional Sequence, it is the Union's view that to assign him to fill this temporary vacancy in the Crane Sequence constituted a violation of Article VI, Section 11, which reads as follows:

> "In the exercise of its rights to determine the size and duties of its crews, it shall be Company policy to schedule forces adequate for the performance of the work to be done. When a force has been scheduled and a scheduled employee is absent from a scheduled turn for any reason, the Company shall fill such a vacancy in the schedule in accordance with the provisions of Article VII, and if the schedule cannot be so filled, the Company shall call out a replacement or hold over another employee, unless the work to be accomplished by or assigned to the short crew can be modified so that it will be within the capacity of such short crew."

The provisions of Article VII, particularly Section 6 (a) relating to temporary vacancies, are of no assistance in this case, for the reason that there were no employees available in the labor pool or in single job sequences.

The essence of Management's position is that it was free, by virtue of the broad authority reserved to it in Article IV, Section 1, "to direct, plan and control plant operations," to decide to operate the Main Roll Shop Department on the turn in question with one employee short in the total force or crew. Indeed, it sees specific authorization to do so in Article VI, Section 11 itself, in the modifying clause which restricts its obligation to call out or hold over another employee, by saying:

> "...unless the work to be accomplished by or assigned to the short crew can be modified so that it will be within the capacity of such short crew."

The Agreement does not define the word "crew," and the Union protested that this cannot include an entire department, pointing out that there are some departments which have vast numbers of employees. The Union's contention is that a crew includes only the employees within a given sequence on a given turn. Management, on the other hand, maintains that all the employees engaged in a specific task constitute a crew, here the 13 employees in the department on the 12 - 8 turn. Under the Union's view, the Craneman and the Hooker would be a crew.

It will be noted in the early part of Section 11 that the expressions "crews" and "forces" are used interchangeably and that both are related to a functional need. This appears in the words "adequate for the performance of the work to be done." Therefore, while agreeing with the Union that a department of 1600 employees could hardly be referred to as a crew, it must still be held that in a department of 13 employees all working

on or servicing a common, restricted task or function, the 13 constitute the force or crew referred to in Section 11, whose assigned work may be modified by Management so that it will be within the capacity of such a crew when it becomes a short crew because of a temporary absence.

From this, it follows that the Company's position must be sustained.

Two other observations should be mentioned. The first is that the sequential length of service defined in Article VII is primarily for promotion purposes. The second is that, although the Union in this grievance requested wages lost by the Hooker who should have been held over or called out, the evidence revealed that the 4 - 12 turn Hooker declined the foreman's invitation to hold over, and no evidence was offered to show that any other Hooker was available to be called out and could therefore be said to have lost any wages.

The award is that this grievance is denied.

February 18, 1957

David L. Cole
Permanent Arbitrator