INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
Local Union 1010

Grievance No. 13-E-20
Docket No. IH-3-3- 10/19/55
Arbitration No. 167

Opinion and Award

Appearances:

For the Company:

William Ryan, Assistant Superintendent, Labor Relations Department
William Dillon, Divisional Supervisor, Labor Relations Department

For the Union:

Cecil Clifton, International Representative
Fred A. Gardner, Chairman, Grievance Committee
Joseph Wolanin, Assistant to International Representative
Don Lutes, Grievance Committeeman
D. Blankenship, Grievance Committeeman

A permanent vacancy occurred on August 15, 1955 in the position of Feeder Helper on the #1 Streine Shear in the 76" Hot Strip Department. The Company filled this position by promoting A. Lopez from the labor pool, without posting this vacancy, on the ground that Lopez had established sequential length of service in the #1 Streine Shear Sequence by working therein 30 turns other than fill-in turns. These turns having been worked on what are called "extended operations" -- i.e. turns created by scheduling off employees in the sequence to avoid payment of overtime, the Union objected and filed this grievance. In the grievance the Union requests that "the Company comply with Article VII, Section 6-A-2 by posting and filling the vacancy in accordance with the procedure outlined in the above named" contract provisions.

This dispute revolves about Sections 4 and 6 (a) of Article VII. Section 4 indicates how an employee acquires sequential length of service, and reads:

> "Sequential Length of Service. Employees shall be regarded as having established continuous length of service within a sequence after thirty (30) turns worked therein on other than fill-in turns for other employees, at which time the date of establishment shall go back to the start of the thirty (30) turns. Continuous length of service standing of employees within a sequence shall be in accord with the respective dates upon which they become established in that sequence, except as such standing is altered or modified by the provisions of the other sections of this Article.

> "No employee shall hold continuous length of service standing in more than one (1) sequence at one time, and an employee leaving one sequence to enter another shall lose his continuous length of service standing in the sequence from which he transfers after thirty (30) turns worked in the new sequence."

The Company maintains that Lopez acquired sequential length of service in this sequence by working 30 turns between January 10 and March 11, 1955, treating the turns worked by him on the sixth or seventh day to avoid overtime premium pay to the regular incumbents as turns "other than fill-in turns for other employees." The Company contends that fill-in turns are those worked because the employee who would normally be expected or entitled to work them is not available, as, for example, when he is absent, suspended for disciplinary reasons, or on vacation.

The Union disagrees. Its position is that turns worked to avoid overtime premium pay are only turns on temporary vacancies which usually have not been considered the type of turns required by Section 4 to qualify for sequential length of service. Usually, such work has been filled as temporary vacancy work without posting, although there have been instances when Management has posted such vacancies. In this very case, the Union argues, on the one hand the Company treated Lopez as an employee with sequential standing, and yet kept him in the labor pool from March 15, 1955, when he acquired this standing, until August 15, 1955, when he was assigned to fill the permanent vacancy as Feeder Helper, while other permanent employees worked in the sequence in excess of 32 hours per week. The point is that Section 9 A (2) stipulates that when it becomes necessary to lay off employees because of decreased business activity the "hours of work within a sequence shall be reduced to thirty-two (32) hours per week before anyone with continuous length of service standing in a sequence is displaced therefrom."

The portion of Section 6 (a) which the Union maintains was violated by the Company in this case is contained in marginal paragraphs 104, 105, and 106. This relates to permanent vacancies (those in excess of 21 days or where there is no lack of the definite information as to duration called for at the beginning of Section 6 (a)). This portion of Section 6 (a) provides:

> "Other permanent vacancies in sequential occupations (vacancies in jobs one step above the labor pool or in single job sequences or in jobs more than one step above the labor pool where occupants of subordinate jobs in that sequence have waived promotion or who do not qualify under the terms of this Article shall be filled through whichever one of the following procedures is now in effect in the respective departments, subject, however, to being changed by mutual agreement between the grievance committeeman and the superintendent of the department involved:

"(1) The departmental management shall maintain and post with the sequences, lists of employees requesting entrance into such sequence. When the permanent opening develops, the Company shall fill the vacancy from the list of applicants for such sequence in accordance with the provisions of Section 1 of this Article. No employee shall be entitled to apply for entrance into more than four (4) sequences at one time, but employees may change from one list of applicants to another as they may individually desire.

"(2) The departmental management shall post notices of such vacancies on the bulletin board in the department involved for a period of seven (7) calendar days. Employees in such department may apply for such vacancy in writing and, after the elapse of said seven (7) day period, the Company shall fill the vacancy from the applicants, who are qualified therefor, in accordance with the provisions of Section 1 of this Article. Where an employee is absent from the plant for all of the period of posting by reason of sickness, injury, vacation or leave, he shall be entitled to exercise his seniority rights under this Article to a permanent vacancy so posted upon his return, provided that he applies for the job within seven (7) calendar days following his return."

It is undisputed that these extended operations turns have not been consistently counted as turns under Section 4. In fact, in this department it appears that Management has treated such turns as fill-ins, and has not permitted employees to establish sequential length of service by means of such work. The same has been true in other departments, but in still others the contrary has been true and numerous employees now have sequential standing acquired because of such work on the sixth or seventh day. In some departments this and related problems have been made the subject of mutual agreements for the department, as provided in marginal paragraph 104.

Management believes Section 4 should be construed so as to make it relatively easy for employees to acquire sequential standing, particularly with respect to counting for qualification these sixth and seventh day turns; that this would be desirable from the employees' viewpoint and make their jobs more attractive. The Union, however, believes that this would tend to cut down the opportunity of employees to move from one sequence to another, which the employees would find objectionable.

One problem raised by Management may be disposed of quickly. The argument was advanced that if the Union is successful in this case many employees who established sequential length of service by working 30 turns on extended operations would have to give up their standing and this would result in hardship and confusion. The Union promptly conceded that this could not and should not be done, -- that employees with established sequential standing would not be expected to be disturbed.

The provisions of Sections 4 and 6 of Article VII, read in the light of the mixed practice of the past, lead to the conclusion that turns worked on extended operations on a temporary vacancy basis are in the nature of fill-in turns for other employees, for the purpose of establishing continuous length of service within a sequence. This is so except in cases in which it is determined, pursuant to Section 6 (A), that the vacancy arising by reason of the given extended operation will be one falling within the definition of "permanent vacancies" rather than "temporary vacancies." In other words, where the vacancy to be filled is for 21 consecutive days or less, or where no definite information as to the duration of the vacancy has been furnished to the department management by the time schedules for the next week are posted, the vacancy is temporary by Contract definition, and turns on such vacancies are in the nature of fill-in turns, within the intent of Section 4 of Article VII. The manner of filling such temporary vacancies are spelled out in the Agreement, and the more persuasive past practice of Management has been not to treat turns on such vacancies as those qualifying under Section 4 for establishing continuous length of service within a sequence.

By the same token, however, if the vacancy is a permanent one, as defined in Section 6 (a), then the vacancy will have to be filled as provided in that section, and turns worked on such permanent vacancies will count toward the 30 turns called for in Section 4.

It should be observed that marginal paragraphs 104 - 106 (Section 6 (a)) do not require invariably that permanent vacancies in jobs one step above the labor pool, as in the case before us, and jobs in single job sequences, as well as in waiver cases, must be filled solely by the posting of notices of such vacancies. These portions of Section 6 (a) provide for alternative procedures: a) mutual agreement between the grievance committeeman and the department superintendent; b) the use of lists of applicants to enter the sequence; or c) the posting of notice of the vacancy in the department.

In the grievance before us, it appears that the first two procedures are not applicable on the facts.

AWARD

This grievance is sustained.

Dated: March 29, 1957

David L. Cole
Permanent Arbitrator