

INLAND STEEL COMPANY)	
)	Grievance No. 20-E-19
and)	Docket No. IH-64-64-10/29/56
)	Arbitration No. 194
UNITED STEELWORKERS OF AMERICA)	
Local Union No. 1010)	<u>Opinion and Award</u>

Appearances:

For the Company:

T. G. Cure, Assistant Superintendent,
Labor Relations
Robert L. Smith, Superintendent,
Wage and Salary Administration Dept.
G. A. Jones, Supervisor, Industrial Engineering

For the Union:

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

A. Gavura, an employee in the Blacksmith Shop of the Mechanical Department, grieves that he was denied promotion to a temporary vacancy in the Heat Treater occupation and requests that he be given opportunity for such promotion and be paid for all earnings lost as a result of the Company's failure to promote him.

Gavura is a long-time employee of the Company. For some years he has been in the journeyman occupation of Blacksmith at the Intermediate Rate Classification. The journeyman job of Blacksmith, like other craft jobs, is set up under the Mechanical and Maintenance Agreement of August 4, 1959, to include three wage rates, viz., Standard Rate, Intermediate Rate, and Starting Rate (See Section II 2, a, b and c). Although urged to do so by representatives of the Company, Gavura refrained from taking the qualifying examination that would enable him to become a Blacksmith, Standard Rate. It would appear that his reluctance to do so was prompted by his belief that he had a weak back that was not capable of meeting the physical strains that would be placed upon it by some aspects of the work of Blacksmith, Standard Rate. He is regarded with respect as a competent workman in his Intermediate Rate job. Indeed, he is looked upon by his supervisors as having special skills in heat treatment and is customarily assigned heat treatment jobs. For some years prior to the filing of the grievance he was assigned to fill in on the job of Heat Treater, the top job of his sequence, when temporary vacancies occurred. On one occasion he filled in at that occupation for one year. In his assignments of turns as Blacksmith he was never scheduled for the same day off as Heat Treaters enjoyed, in order that he might be available for necessary fill-in assignments.

No adverse criticism of his work as Heat Treater has been voiced. It is freely conceded by the Company that his experience, ability and knowledge qualify him for the job of Heat Treater.

In September, 1955 when a temporary vacancy in Heat Treater arose by reason of the three week vacation of an incumbent of that occupation, M. Vega, a Blacksmith, Standard Rate, was promoted in preference to Gavura. This personnel action formed the basis of this grievance.

The position of the Company is based upon its overall conception of the proper relationship of craft journeyman occupations with occupations having a higher position on the sequential diagrams. The Company asserts that it had misgivings as to the protection and the integrity of craft journeyman occupations when it complied with War Labor Board directives and subsequently, when it entered into the Mechanical and Maintenance Agreement of 1949 which called for three rated groups in such occupations. In respect to apprentices, in view of their comprehensive training, it has been content to promote them automatically on a time basis within the journeyman occupation, but in respect to employees who have not taken the apprenticeship course it has prescribed requirements for promotion, within the occupation, pursuant to Section II E of the said Mechanical and Maintenance Agreement. Specification sheets are prepared which indicate those skills which must be possessed if a Blacksmith is to be promoted from one rated group to another. The Company regards it as most important in its overall craft employment program not to diminish, depreciate or undercut this system of craft promotion. It considers it unfortunate that as highly skilled and seasoned an employee as Gavura has failed or refused to qualify himself for Blacksmith Standard Rate and, thereby, to disqualify himself from promotion to the higher occupation (Heat Treater) in the sequence. It points out that if it promotes him to Heat Treater, ignoring those employees who have elected to advance to Blacksmith, Standard Rate, it is giving him a reward which it has denied to others whom it has persuaded and encouraged to qualify themselves for the highest rated job in the Blacksmith occupation. The Company seems to fear that this precedent would impair its entire craft system.

The Union argues that it never agreed that a craft journeyman would be required to achieve the highest rate in the occupation before he could advance to another occupation in the sequence. It contends that, because of his length of service, the only relevant test is whether he has the ability to do the Heat Treater job and it is immaterial that Gavura by reason of physical disability prefers not to perform the job of Blacksmith, Standard Rate as a prelude. The Company concedes, also, that those physical aspects of Blacksmith, Standard Rate that might have deterred Gavura from taking the examination for Blacksmith, Standard Rate, are not present in the job duties of Heat Treater.

The Mechanical and Maintenance Agreement dated August 4, 1949 designates "Blacksmith", (in Section II A 1) as one of the "craft journeyman occupations". Section II A 2 then provides

"For each craft journeyman occupational classification as thus determined, there shall be three (3) hourly wage rates ***"
(Underscoring supplied)

which are designated as Standard Rate, Intermediate Rate and Starting Rate. "Journeyman" as used in that section and in that Agreement, generally, means one who has acquired the necessary skills and abilities for entrance into one of the enumerated crafts (Section 2 E 3) and would, therefore, include a Blacksmith, Intermediate Rate. Section 2 E 3 provides that sequences for Mechanical and Electrical shop occupations shall be established in accordance with the provisions of the Collective Bargaining Agreement. Thus, the Mechanical and Maintenance Agreement refers us to Article VII of the 1954 Agreement to determine the circumstances under which a Blacksmith, Intermediate Rate, may exercise seniority rights.

Section 1 of Article VII of the 1954 Agreement provides that employees shall be given consideration in respect to promotion in accordance with their relative seniority status and sets forth three factors for determining such seniority: Length of continuous service "as hereinafter defined"; ability to perform the work, and physical fitness. The quoted language undoubtedly refers, in large part, to Article VII Section 3 which requires jobs to be arranged into promotional sequences according to specified criteria and that such sequences be "set up" in diagram form.

In pursuance of Article VII Section 3 the Mechanical Department, Blacksmith Shop Promotion Sequence Diagram was set up bearing the revised date of September, 1954. It is assumed that this diagram was in effect at the time the events on which this grievance is based occurred. That diagram depicted Blacksmith as a long rectangle and bore the footnote "Entrance and progression into this craft occupation shall be in accordance with the Mechanical and Maintenance Agreement of August 4, 1949. Such craft occupation has 3 rate steps".

It is evident from the above that the parties have dealt in a consistent fashion with the occupation of Blacksmith. Although three rates were prescribed and progression was required to be subject to the requirements of the 1949 Agreement, that Agreement recognized recipients of any of the rates to be a journeyman, and referred to "craft journeyman occupational classification" in the singular, not in the plural. This conception was followed in the drafting of the diagram which shows but one box for "Blacksmith" and bears the footnote (again observe the use of the singular) "Such classification has 3 rate rate steps." (Underscoring supplied)

Thus, the diagram was wholly in harmony with the approach of the 1949 Agreement in regarding the recipients of any of the three rates of Blacksmith as being in one job classification for promotional purposes. The Company is not on sound ground when it argues that because there are three rates involved it must follow that there are three occupational classifications and that an employee in the Intermediate Rate is barred from filling temporary vacancies in a job placed above the Blacksmith box on the Promotion Sequence Diagram.

Article VII Section 6 (a) provides that temporary vacancies "shall be filled by the employee on the turn and within the immediate supervisory group in which such vacancy occurs in accordance with the provisions of this Article." Reference is undoubtedly made here to Sections 1 and 3, discussed above. Thus, there is a contractual direction that, in filling temporary vacancies, the Company shall do so in accordance with the Promotional Sequence Diagram (which recognizes only one occupational classification of Blacksmith for promotional purposes) and in accordance with the three seniority factors set forth in Section 1.

Applying that direction to the facts in this case, Gavura, having an unchallenged greater length of continuous service than Vega, and, concededly, having the ability to perform the work of Heat Treater and the physical fitness therefor, has a superior claim to filling the vacation vacancy. It is not persuasive to argue, as does the Company, that he has not filled the job of Blacksmith, Standard Rate. The Agreement and the Promotional Sequence Diagram do not recognize that rate as an occupational classification for the purpose of promotion into temporary vacancies in jobs in the sequence above that of Blacksmith. Marginal Paragraph 103 referred to by the Company on page 5 of its Pre-Hearing Brief has no application because it relates only to promotions to permanent vacancies, not here involved.

AWARD

The grievance is sustained. Gavura shall be reimbursed for wages lost as a result of being denied the assignment given Vega to fill a temporary vacancy of Heat Treater on September 12, 1955.

Approved:

Peter Seitz,
Assistant Permanent Arbitrator

David L. Cole,
Permanent Arbitrator

Dated: September 16 1957