OLD ART. 7 — SEC 6
1965 - NEW ART. 13 — SEC 6
DENIED
FILLING OF VACANCIES AND STEPBACKS WITHIN A SEQUENCE

INLAND STEEL COMPANY )
) Grievance No. 12-F-67
and ) Docket No. 301-294-4/14/58
) Arbitration No. 298
UNITED STEELWORKERS OF AMERICA )
Local Union No. 1010 ) Opinion and Award

Appearances:

For the Union:

Cecil Clifton, International Representative
F. Gardner, Chairman, Grievance Committee
William Gailes, Grievance Committeeman

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations
J. L. Federoff, Divisional Supervisor, Labor Relations
L. E. Davidson, Assistant Superintendent, Labor Relations
T. J. Peters, Divisional Supervisor, Labor Relations

This dispute concerns the complaint that Raysses, an employee in the Labor Pool, junior in departmental service to the grievant, DeDios, who was also in the Labor Pool, was assigned, in preference to Raysses, to fill a vacancy in the bottom job of a sequence known to extend 22 consecutive days or more.

Hernandez, a Millwright in the Galvanizing Department Mechanical Sequence had been scheduled to work the 3:30 P.M. to 11:30 P.M. turn during the week of January 12, 1958. After the schedule had been posted he notified the Company that he would have to be absent for a temporary period of 22 days or more. The Company upgraded a Mechanical Repairman on the turn to Hernandez' Millwright job for four turns and another for one turn. The vacancies caused by this upgrading were filled by employees doubling over and, with respect to three turns, by upgrading Raysses from the Labor Pool to Mechanical Repairman, the bottom job in the sequence on the turns in question. After the filing of the grievance by DeDios the Company conceded that as to some of these assignments, DeDios was the senior man on the turn and should have been assigned instead of Raysses. He was compensated, accordingly. Thus, the Union's grievance is not regarded as requesting relief with respect to the events in the week of January 12, 1958.

At the time of posting the schedule for the ensuing week of January 19, 1958 it was known that Hernandez' temporary absence would extend beyond a period of 22 days. The filling of his job again created vacancies in jobs below Millwright on the sequence diagram. Due to the unavailability for promotion of a Maintenance Helper (the bottom job) Raysses as the "oldest qualified employee" on the turn was scheduled as Maintenance Handyman. During this week the grievant had been scheduled for work on another turn. No question of relative ability is involved in this case.

The Union's position, briefly stated, is that regardless of the turn on which the vacancy occurred or the turn on which the grievant had been scheduled, he was entitled, as the departmental senior to Raysses in the Labor Pool, to be assigned to fill the vacancy. The Union invokes Article VII, Section 6 (a) (Marginal Paragraph 146) of the 1956 Agreement.

The filling of temporary vacancies which are known to extend 22 days or more, according to Marginal Paragraph 146

> "shall be filled by the employee within the sequence who is entitled to the vacancy under the provisions of this Article."

It is clear that neither Raysses nor DeDios as Labor Pool employees possessed sequence dates. They were not "within the sequence", but in the Labor Pool. Accordingly, the Agreement confers no "right" on the grievant to be assigned to a "22 day or more vacancy" nor to be scheduled to a turn in which he would have an opportunity to press his claim as the "oldest qualified employee in the labor pool" who should be assigned to fill such a temporary vacancy. To be sure, there is no language in the Agreement dealing with such temporary vacancies commanding that the oldest qualified employee on the turn in the Labor Pool shall be assigned to such vacancies. The Company, however, for whatever the reason may be, has chosen to follow this procedure in an area in which its procedure seems to be unrestricted by contract language. Having elected to qualify its rights in this regard, however, it may not be said, as it was argued by the Union, that it is similarly restricted in the scheduling of Labor Pool employees to turns other than those on which temporary vacancies for 22 days or more may develop.

The Union, while not claiming, in this case, unfair discriminatory treatment in the scheduling of DeDios, expressed grave concern that if the Company prevails, senior Labor Pool employees could be so scheduled on turns as effectively to deny them the opportunity to fill "22 days or more vacancies" and to enable favorites of the departmental management to profit at their expense. As to this, it is only necessary to say that such a case is not before the Arbitrator and a decision thereon must necessarily await the event.

In this case it is the duty of the Arbitrator to carry out the clear mandate of the language the parties have placed in their Agreement.

AWARD

The grievance is denied.

Peter Seitz,
Assistant Permanent Arbitrator

Approved:

David L. Cole,
Permanent Arbitrator

Dated: January 9, 1959