

In the Matter of Arbitration Between:

THE INLAND STEEL COMPANY

ARBITRATION AWARD NO. 404

- and -

Grievance No. 20-F-84

UNITED STEELWORKERS OF AMERICA,  
Local 1010

Appeal No. 208

PETER M. KELLIHER  
Impartial Arbitrator

APPEARANCES:

For the Company:

W. A. Dillon, Asst. Superintendent, Labor Relations  
R. J. Stanton, Asst. Superintendent, Labor Relations  
H. Onada, Labor Relations Representative  
A. N. Bitcon, General Foreman, Blacksmith Shop

For the Union:

Cecil Clifton, International Representative  
A. Garza, Secretary of Grievance Committee  
James Balanoff, Grievance Man  
W. Smith, Aggrieved  
J. Brooks, Aggrieved  
G. Chigas, Asst. Grievance Man

STATEMENT

Pursuant to notice, a hearing was held in Gary, Indiana, on  
March 15, 1961.

### THE ISSUE

The grievance reads:

"Saturday, June 13, the regular Hammer Driver was absent from his job. Instead of replacing by promoting the next man in the sequence or trying to replace him like in the past, you instead sent a four man crew home after four hours, causing them the loss of four hours pay.

That the Company abide by the Collective Bargaining Agreement; that the employee entitled to the Hammer Driver's pay be paid, and that this vacancy be filled in accordance with the Collective Bargaining Agreement."

### DISCUSSION AND DECISION

The record shows that on Saturday, June 13, 1959, the Company had scheduled out a 4,000 pound Hammer Operator, Mr. A. Filas. When he did not report for work, the General Foreman had the crew perform sweeping and clean up duties. The essential question raised by this particular grievance is whether any of the members of the crew were qualified to operate the 4,000 pound hammer. This Arbitrator cannot conclude that the Company would schedule the higher paid 4,000/Hammer Operator to work on the Saturday in question if no work within this classification was to be performed. Grievants Edwards, Spurlin, and Opach had never performed this work and were not broken in on the 4,000 pound hammer.

There is no language in this Agreement that would require the Company to assign work on the furnace bars to this crew. In

any event, the record fails to disclose that any of the three Grievants had the ability to operate even the 1500 pound hammer. Mr. Edwards had refused an opportunity to break in on this job and Mr. Spurlin asked to be taken off the job after a few hours in the week ending on Saturday, June 13. There is no basis for an assumption that they would be able to perform the work on the Saturday in question. The record fails to disclose that either of these employees asked to perform the work on Saturday. Although the Union presented testimony that Mr. Opach had been breaking in on the hammer about five or six years ago, the Union witness did not see him operating the 1500 pound hammer at any time. The General Foreman testified that Mr. Opach had never tried to work on the 1500 pound steam hammer. The Union witness testified that he did not know whether Mr. Opach had ever completed his break-in period as a Hammer Driver. The Company is not required under Article VII, Section 6, to fill a temporary vacancy where the employee on the turn lacks the ability to perform the work.

AWARD

The grievance is denied.

  
Peter M. Kelliher

Dated at Chicago, Illinois

this 3 day of April 1961.