In the Matter of Arbitration Between:

ARBITRATION AWARD NO. 410

INLAND STEEL COMPANY
- and the -
UNITED STEELWORKERS OF AMERICA,
Local No. 1010

*Grievance No. 10-F-108*
Appeal No. 222

PETER M. KELLIHER
*Impartial Arbitrator*

APPEARANCES:

For the Company:

G. R. Haller, General Foreman, Plant #1 Mills Dept.
W. A. Dillon, Asst. Superintendent, Labor Relations Dept.
M. S. Riffle, Divisional Supervisor, Labor Relations Dept.
R. Rogich, Foreman, Plant #1 Mills Department
H. S. Onoda, Representative, Labor Relations Dept.

For the Union:

Cecil Clifton, International Representative
William Bennett, Grievance Committeeman
D. Valesquez, Steward
Al Garza, Secretary, Grievance Committee

## STATEMENT

Pursuant to notice, a hearing was held in Gary, Indiana, on April 10, 1961.

## THE ISSUE

The grievance reads:

"The aggrieved, John Emmett, #1870, contends the Company was in violation of the Collective Bargaining Agreement by moving him off his regular turn, thereby denying him two on the turn promotions from 2nd Shear Helper to 1st Shear Helper for the week of 12-6 to 12-12-59.

Aggrieved be paid the difference in earnings between 2nd Shear Helper and 1st Shear Helper for two turns for the above week."

## DISCUSSION AND DECISION

The essential claim here is that the Grievant should not have been removed from the "A" Crew and assigned to the "C" Crew. If he had remained on the "A" Crew, he would have worked the 4 to 12 turn and would have received two additional turns as a Shearman Helper, First Class. Mr. Watson was assigned that week in the "A" Crew and he has less sequential seniority than Mr. Emmett, the Grievant.

There can be no question that Mr. Watson had a contractual right to occupy the Second Class Shearman Helper job during the week in question and because this involved extended operations, to be promoted on the turn to fill vacancies as a First Class Shearman Helper. Under Article VI, Section 1 D(3), it is clearly provided that "Schedules may be changed by the Company at anytime." None of the applicable exceptions are relevant in this case and the Company had a right to change the schedule. Article VII, Section 6A, provides that this type of vacancy "shall be filled by the employee on the turn". Mr. Watson was properly on the turn as a result of this contractually valid schedule.

Although the Union urged that Arbitration No. 165 is controlling in this matter, this Arbitrator must find that the factual situations are not similar. In the cited case the Company did admit in connection with the situation there prevailing that there was a practice to return men promoted to Make-Up Relief Crews to the crew on which they were established. The Company also in the earlier case agreed that there was no particular operational need involved. Neither type of admission was made by the Company in the present case before this Arbitrator. Any doubt that might exist with reference to the scope and applicability of Award No. 165 is disspelled by a reading of the later awards of the Permanent Arbitrator, i.e., Arbitration Awards Nos. 199 and 233. In referring specifically to Article VII (the seniority article) the Permanent Arbitrator states:

> "This is so because the Union seeks to enlarge the use of seniority rights to include something not provided for in the seniority provisions of the Agreement. Article VII in its introductory paragraph, and again in Section 1, makes it clear that length of continuous service, or seniority as defined, have a direct influence only on promotion opportunity, job security when decrease of forces takes place, and reinstatement after layoffs. In Section 10, plant-wide length of service must be considered in connection with vacations, reserve labor status, severance allowances and other plant-wide questions. Thus, seniority

is dealt with in detail, and it does not entitle employees to demand specific turns or specific assignments." (Emphasis added.) (Arbitration Award No. 199, pp. 2 and 3)

"Article VII contains some 60 paragraphs in which in great detail the seniority rights and procedures are spelled out. The seniority rights relate to promotions, job security, and reinstatement after layoffs, and all the incidental and necessary mechanics. Job assignments within an occupation or job or shift preferences are not provided for in Article VII. This means that in this case, and in Grievance 16-F-83 as well, the charge that the Company is in violation of Article VII in not respecting employees' job preferences is without foundation." (Emphasis added.) (Arbitration Award No. 233, p. 2)

This Arbitrator has carefully analyzed the evidence to determine whether the Company's assignment in this case was made in a discriminatory manner. The record does show that six employees, not simply the Grievant, were shifted because of the need for "balanced crews". (See Second Step answer dated January 20, 1960.) The General Foreman testified that it was necessary to assign the Grievant to the "C" Crew in order to work out a balancing of the crews. If the crews are not balanced, then one particular crew can be penalized in terms of tonnage and incentive earnings in being delayed and held back by inexperienced members of the crew. The Union appears to agree that the Company does have this right if it is based upon "some operational need" which "requires changes in crews for better operation of the unit involved". (Union Br. p. 3)

AWARD

The grievance is denied.

Peter M. Kelliher

Dated at Chicago, Illinois

this 15th day of June, 1961.