| | Grievance No. | Appeal No. | Arbitration No. |
|---|---|---|---|
| INLAND STEEL COMPANY | | | |
| and | 10-G-3 | 270 | 425 |
| | 10-G-4 | 271 | |
| UNITED STEELWORKERS OF AMERICA | 10-G-5 | 272 | |
| Local Union 1010 | 10-G-6 | 273 | |
| | 10-G-7 | 274 | |
| | 10-G-8 | 275 | |
| | 10-G-9 | 276 | |

Opinion and Award

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations
R. J. Stanton, Assistant Superintendent, Labor Relations
M. S. Riffle, Divisional Supervisor, Labor Relations
W. Slaney, General Foreman, 24" Bar Mill
G. R. Haller, General Foreman, No. 1 Blooming Mill
H. S. Onoda, Labor Relations Representative, Labor Relations

For the Union:

Cecil Clifton, International Representative
Al Garza, Secretary, Grievance Committee
William Bennett, Griever
Ralph Crawford, Assistant Griever

These seven grievances raise an issue as to the effect of Arbitration No. 167 on the application of Article VI, Section 1, and Article VII, Section 6 of the Agreement. Involved are employees in the Shearing Sequence in the 24" Bar Mill who claim that the Company improperly denied them the opportunity to be promoted or upgraded for one turn in the week of February 28, 1960, and in other weeks. All the grievants worked five turns that week, but the employees in the top jobs were scheduled for six turns. The Union maintains that the sixth turn should have been treated as a temporary vacancy and filled by promoting some employee on a lesser job, pursuant to Article VII, Section 6. It concedes that it is the Company's privilege to have employees work overtime, but it urges that the Company should consistently follow either the course it followed in this instance or the course the Union advocates, and not have an election to do it varying ways at different times or in different departments.

The Union believes it is supported in its position by Arbitration No. 167. The issue in that case, as stated by the Union, was

> " whether or not employees who fill in for other employees who are scheduled off to avoid the payment of premium time on the sixth or seventh day of a work week accumulate [sequential] seniority within the meaning of the agreement."

My ruling was that such turns are in the nature of fill-in turns for purposes of acquiring sequential seniority standing.

There is nothing in that award suggesting that the managerial rights of the Company as assured by other provisions of the Agreement, were to be restricted or denied. The sole question related, as stated, to the development of seniority rights by the employees who served in such fill-in turns.

Here we have the reverse situation. The Company was willing to have the regular employees work the additional turn at overtime rates, and did not assign other employees to fill in. Thus there was no vacancy to fill, temporary or otherwise, so that the contract provisions dictating how temporary vacancies shall be filled (Article VII, Section 6) did not come into play at all. As a matter of fact, this very point was substantially conceded by the Union in the presentation of its case in Arbitration No. 167, when its representative stated:

> "Very definitely, the Union's position is not, has not been, and does not intend to be that a man because these would be ruled fill-in turns, has no right to continue to work six and seven days, or request six and seven days."

This is clear recognition that the Company does not have to try to avoid overtime by resorting to the fill-in turn device which was the subject of consideration in Arbitration No. 167.

This being so, how can it be argued now that the Company is obligated to create a vacancy by not using the man on the job in overtime or sixth turn work?

In practice, if the Union prevailed, under the facts of this case the senior employees would have to give way to employees who are their juniors. But this unusual turn need not be reached.

I see nothing in Arbitration No. 167, nor do I recall any contention made in that case, suggesting that the management rights of the Company in determining how to direct the working forces or control plant operations should be restricted by the grievance there under consideration. A narrow issue of sequential seniority accumulation, and nothing else, was involved. There is no point in listing the various provisions of the Agreement by virtue of which the Company has always been free to decide, under circumstances like those in this case, whether to have the regular employees work an additional turn or not. This management right is far too well established and recognized to call for such documentation.

## AWARD

This grievance is denied.

Dated: August 31, 1962

David L. Cole
Permanent Arbitrator