INLAND STEEL COMPANY )
)
and )
)
UNITED STEELWORKERS OF AMERICA )
Local Union 1010 )

Grievance No. 23-G-2
Appeal No. 247
Arbitration No. 427

Opinion and Award

Appearances:

For the Company:

L. E. Davidson, Assistant Superintendent, Labor Relations Department
W. A. Dillon, Assistant Superintendent, Labor Relations Department
R. Stanton, Assistant Superintendent, Labor Relations Department
J. Federoff, Divisional Supervisor, Labor Relations Department
E. Murzyn, Industrial Engineer
E. Ruttle, General Finishing and Shipping Foreman
E. Bochnowski, Shipping Turn Foreman
S. Onado, Labor Relations Representative

For the Union:

Cecil Clifton, International Representative
Al Garza, Secretary, Grievance Committee
J. Tharpe, Assistant Griever
N. Neagu, Witness

This grievance was filed by three employees in the Car Blocking Sequence of the No. 3 Cold Strip Department. They assert that they were wrongfully demoted to the labor pool, and that supervision is having employees in the Wrapper Sequence perform work that should be done by employees in the Car Blocking Sequence, contrary to the provisions of Article VII, Section 5 (Paragraph 145).

This department was new in November, 1958. On April 10, 1959 the Car Blockers filed a grievance requesting an incentive plan. On January 10, 1960 an incentive plan was installed and presented to the Union grievance committee on January 15. It is a group plan covering the Car Blocker, Wrapper Leader, and Wrapper, the standard hours earned being accumulated into the group pool and distributed proportionately among the eligible employees, the Wrapper and Car Blocker having the same earnings. Management in presenting this incentive plan to the Union on January 15 explained that there would be only one Car Blocker per turn, there previously having been two. The Union agreed to its installation, and on January 17 the three grievants were stepped back out of the sequence to the labor pool, and on January 22, 1960 this grievance was filed.

On April 18, 1960 the Company gave notice of changes in the job descriptions of both the Car Blocker and Wrapper which would make the two interchangeable, or one integrated occupation, although there were no changes in methods or processes. The Union contends that this was in keeping with the Company's program to assign Car Blocker work to Wrappers, in violation of the sequential seniority rights of the former.

The Company's contentions are four, which in summary are: (1) it was Management's right under Article IV, Section 1 to schedule only one Car Blocker per turn when it installed the group incentive plan; (2) the three grievants were properly stepped back to the labor pool and since they were not needed in the sequence could not demand recall under Article VII, Section 5; (3) the Wrappers have not been performing Car Blocker duties; (4) if Wrappers were directed to take Car Blocker jobs this would not violate the Agreement.

Even in the two job descriptions prior to the April, 1960 revision the duties were similar and apparently overlapping to a considerable extent. The primary function of the Car Blocker is

"Block and brace lifts of sheets and coils for shipment."

That of the Wrapper is

"Brace and wrap lifts of steel and coils."

Some of the typical duties listed make it hard to distinguish the two occupations, but the descriptions of the work in practice by both Company and Union witnesses made it evident that there have been certain differences. The Wrapper works primarily at the shears or on the line filling customer requests for special kinds of packaging, including skidding and tension tying. This is preparatory to the work of the Car Blocker who works primarily at the shipping dock unitizing loads and doing the shrouding or multiple wrapping, and bracing and securing work in trucks or cars. Both have done tension tying, skidding, and covering, and at times each has on request, when time was available, gone to the workplace of the other to help out. This latter practice has become more common since the group incentive plan went into effect.

From this point on, the testimony is in conflict. Union witnesses claim that Wrappers have been doing an increasing amount of Car Blocker work, working at the shipping dock even when no Car Blocker is present, loading and bracing coils or sheets on cars or trucks, especially on the midnight turn. Company witnesses testified, however, that this is not so, that no Wrapper has been scheduled or directed to do shipping unless a Car Blocker is also scheduled, and that the amount of time spent by Wrappers in helping Car Blockers at the dock is insignificant, being about two to three hours per month only.

My impression of the testimony is that the Management witnesses tended to understate the amount of Car Blocker work performed by the Wrappers, that there have been instances in which they have performed such work in the absence of Car Blockers.

This still leaves, however, the question of whether this violates any provision of the Agreement, and if so how this should be corrected.

The two occupations are in the same labor grade, and share equally in the pool incentive earnings. On the evidence there can be no serious doubt that enough man hours are provided through the three-man crew. The Union does not complain of the adequacy of the crew, under Article VI, Section 8. Its complaint is that work and hence job opportunities of the

Car Blockers are adversely affected by having a substantial amount of their type of work done by the Wrappers, and it deems this a violation of Article VII, Section 5, particularly Paragraph 145.

This section was the subject discussed in Arbitration No. 373, where it was compared with Paragraph 146 (Article VII, Section 6(a) ). It was there ruled that Paragraph 146 covers the situation in which a temporary vacancy is to be filled, while Paragraph 145 relates to the manner of recalling employees to their sequence after they have been stepped back to the labor pool. Paragraph 146 also deals with the rights of an employee in the labor pool to fill a temporary vacancy if it is on the lowest job in the sequence.

The essential question here is whether the fact that the Company has from time to time used Wrappers to do Car Blockers' work, generally for a period of a few hours only, indicates that there has been any kind of vacancy to fill or any job to which an employee may exercise the right of recall to his sequence. If so, incidentally, then there would be a clear excess of man hours in the crew and the share of the pool incentive earnings of each employee would be diluted.

On the whole, my impression is that in arriving at several provisions of the contract the parties contemplated a vacancy or an opportunity to be recalled to one's sequence to consist of something more than an occasional and irregular need for a particular kind of service for a few hours at a time. I have in mind the special facts of this situation, in which sufficient man hours are provided in the crew which shares the incentive earnings under the agreed upon form of incentive plan. The fact that an employee sometimes, for a few hours at most, does the work of some closely related occupation, does not violate the sequential seniority rights guaranteed by Article VII, Section 5 or 6. This is particularly so with respect to two occupations like the Car Blocker and the Wrapper whose duties as set forth in the respective job descriptions, including the typical duties there listed, and the factors set forth in the two job classifications, are in several respects so similar as to be difficult to distinguish. It seems, furthermore, that Management's right to direct employees to do work of other occupations paying higher or lower rates, which is implicit in Article VI, Section 3, and was commented on in Arbitration No. 369, was designed to cover situations of this kind.

Two cautions should be raised. The first is that this ruling does not relate to situations in which an employee is directed by Management to work in a different occupation for a [redacted] of days at a time. There seniority rights would have to be considered. The second is that this ruling is not at all inconsistent with those of Arbitrator Kelliher in Arbitration Numbers 355 and 356. I am not conferring on Management any right to combine occupations or their job descriptions or classifications, except as set forth in Article V and as interpreted by Mr. Kelliher in said awards.

AWARD

This grievance is denied.

Dated: September 27, 1961

David L. Cole
Permanent Arbitrator