

In the Matter of Arbitration Between:

ARBITRATION AWARD No. 431

INLAND STEEL COMPANY

- and the -

UNITED STEELWORKERS OF AMERICA,  
Local 1010

Grievance No. 23-G-12

Appeal No. 277

PETER M. KELLIHER  
Impartial Arbitrator

APPEARANCES:

For the Company:

W. A. Dillon , Asst. Superintendent, Labor Relations Dept.  
L. E. Davidson, Asst. Superintendent, Labor Relations Dept.  
E. Huttel, General Foreman, Temper, Finishing, Shipping,  
No. 3 Cold Strip  
J. Federoff, Divisional Supervisor, Labor Relations Dept.

For the Union:

Cecil Clifton, International Representative  
Peter Calacci, President, Local 1010  
James Tharp, Grievance Committeeman  
Nick Neagu, Witness

STATEMENT

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

THE ISSUE

The grievance reads:

"The aggrieved employee, J. Cole, #25063, contends that he was wrongfully demoted to the Labor Pool for three (3) hours and younger men in the sequence remained on jobs.

Aggrieved requests that the Company compensate him the difference for said three (3) hours which he worked as Labor."

## DISCUSSION AND DECISION

The employees involved work in the No. 3 Cold Strip Department. There are two Shipping Docks, i.e., the North Dock and the South Dock. On Saturday, February 6, 1960, employees were scheduled to work on both docks. At 1:00 p.m. it was found that there was no further work available on the North Dock and Mr. Cole, the No. 4 Shipping Craneman, was sent back to his Foreman and assigned to work in the Labor Pool. The Union presented testimony that in the 76" and 44" Slab Yards and in the No. 2 Hot Strip Mill, there are also identical crews on each end. These employees are all in the same sequence. When work runs out in the 44" Slab Yard, the senior employees are sent to the 76" Slab Yard. Mr. Huddle, the General Foreman, testified that on the Wrapping Line where there are three Wrapping Crews, that he does send the youngest man home.

The Union testimony was not controverted that on the schedule that is posted with reference to the shipping employees here involved, there is simply an "X" placed to show when the employees work. No reference is made in the schedule as to whether the employees are to work on the North Dock or the South Dock. The Foreman assigns the employees at the start of the turn in accordance with their seniority. Employees do not have set jobs. The Foreman can change the employees from Hooker No. 3 to Hooker No. 4 as he sees fit. Employees may be "switched" back and forth for many reasons. There is no North Dock Shipping Crew or South Dock Shipping Crew as such. The Foreman assigns the employees at the start of the shift and may demote employees and send junior employees to the Labor Pool. Mr. Neagu, the Union witness, could not recall a time when he was sent home and younger employees were permitted to work on the Shipping Crew. These employees are within the same sequence and occupation. There is no question that work was available within a particular occupation in this sequence. The factual situation here does not relate to the performance of overtime work. The Arbitrator relies in this award on the evidence that the North and South Docks are not geographically separated by any considerable distance and the fact that the employees are not scheduled to work on the North Dock or the South Dock as such when these schedules are posted. Unlike the factual situation considered in Arbitration Award No. 402, there here was work available for the Grievant within his sequence on the day he was scheduled to work. In Award No. 358, the Arbitrator clearly stated that the decision there was limited to the application of the "pick" system. In Award No. 353 this Arbitrator stated:

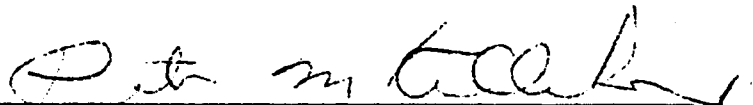
'The Company concedes that when it posts the original schedule each Thursday, it makes a determination as to the needs and in determining what jobs employees work, you look to the seniority provisions to see which employees have a higher standing and which employees should be scheduled to the higher jobs.'

The Arbitrator can find no contractual sanction for any other method of staffing jobs when a change is necessary. There is no guarantee of hours of work under this Contract but when work is available it is anticipated that it will be scheduled with due recognition of the established seniority of rights of employees. The Company is expected to arrange its work schedules so as to avoid the payment of overtime rates. This Award is limited to the facts here involved and particularly the fact that if the Grievants were scheduled for Saturday, it would not be on an overtime or premium rate basis."

Limited to the particular facts in this case, the Arbitrator must find that the schedules do not list "North Dock" or "South Dock". Employees are assigned simply to the Shipping Crew. There was work available for employees in this Shipping Crew and the employees with the higher sequential standing should have been assigned to this available work. The Company did not show that it would be impractical or burdensome to rearrange this limited number of employees, all of whom are in a relatively limited geographical area.

AWARD

The grievance is sustained.

  
Peter M. Kelliher, Arbitrator

Dated at Chicago, Illinois

this 8 day of August 1961.