

and the Union is unable to
 UNITED STEELWORKERS OF AMERICA
 Local Union 1010

Opinion and Award

It is also agreed that normally in the case of a crane for repair, an extra or reserve Craneman is used, but that when operations are of an emergency nature, this may not be possible. In such instances an employee is upgraded

Appearances:

For the Company: W. A. Dillon, Assistant Superintendent, Labor Relations
 R. H. Ayres, Assistant Superintendent, Labor Relations
 L. Kraay, Superintendent, No. 2 Open Hearth
 M. Howard, General Foreman, No. 2 Open Hearth

For the Union: Cecil Clifton, International Representative
 John Shebish, Grievance Committeeman
 Theodore Rogus, Secretary, Grievance Committee

Like the two preceding cases, this grievance involves the Cranemen in No. 2 Open Hearth. It complains of part of a letter dated September 26, 1960 issued by the Company relating to the manipulation of the controls of a crane while it is down for repair. Asserting that the procedure outlined "is not in the best interest of the craneman involved," not consistent with established practice, and that a certain Craneman on a specified turn lost his spell because of this procedure, the grievance requests that the objectionable section of the letter be deleted. The grievance cites Article XIV, Section 5, Article VI, Section 8, and Article II, Section 1.

The letter relates solely to breakdown repairs on ladle and hot metal cranes in No. 2 Open Hearth. As part of the procedure for obtaining a qualified craneman to operate the down crane, the stated procedure is:

- "3. If no extra cranemen are available, the spell ladle or hot metal craneman can be used. This must be justified by the supervisor in the section in which the crane is down."

The job description of Ladle Crane Operator includes this work procedure:

"Assists maintenance crews as required."

The job description of the Craneman, Hot Metal includes:

"Calls for electrical or mechanical service as required and assists with repair work."

It is agreed that Spell Cranemen have no separate job description but are governed by the duties of the Cranemen they spell.

At the hearing, it was shown that the assertion of a named Craneman that because of the objectionable procedure he was deprived of his spell was

completely erroneous, and the Union was unable to identify any instance in which a Craneman - Spell lost his spell as claimed.

It was also agreed that normally in the case of a crane down for repair, an extra or reserve Craneman is used, but that when operations are at abnormally low levels this may not be possible. In such instances an employee is upgraded from the labor pool and others are moved so that a qualified operator is at the controls of the crane in question. Apparently, the fear of the grievants that they may be deprived of their spell has never materialized and it could happen only in an emergency situation.

The Company of course has a wide area of discretion in assigning employees but this must be done with due regard to the contractual rights or benefits of the employees. Under the circumstances to which the procedure in question applies, including the total absence of proof that employees' rights have been adversely affected, it must be held that the Company has not improperly or unreasonably disregarded employee rights. So long as the procedure in question is followed without thereby depriving Cranemen of their customary spell, this seems like a normal and proper exercise of management judgment relating to the specific condition covered.

A W A R D

This grievance is denied.

Dated: February 6, 1963

/s/

David L. Cole
Permanent Arbitrator