

INLAND STEEL COMPANY)	
)	Grievance No. 10-E-29
and)	Docket No. IH 42-42-9/11/56
)	Arbitration No. 191
UNITED STEELWORKERS OF AMERICA)	
Local Union No. 1010)	<u>Opinion and Award</u>

Appearances:

For the Company:

L. E. Davidson, Assistant Superintendent,
Labor Relations
W. L. Ryan, Assistant Superintendent, Labor Relations
W. A. Dillon, Divisional Superintendent,
Labor Relations

For the Union:

Cecil Clifton, International Staff Representative
Fred A. Gardner, Chairman, Grievance Committee
Joseph Wolanin, Secretary, Grievance Committee

The grievant, Walter Tompkins, complained that "the Company had improperly demoted him from his permanent pit crane job starting with the week of June 4, 1956."

Two pit cranes are operated in the #1 Blooming Mill to service the Soaking Pits. The operation is regularly near capacity level in this department. From 1949 to 1957 the overall average of turns scheduled per week was 18.1. Prior to 1947 the Pit Crane job was the highest rated job among the crane jobs; the next highest, Crane No. 8, was occupied by Tompkins; Cranes Nos. 5, 6, 7, 9 and 10 were paid similar rates on a lower level than Crane No. 8. S. Jonaitis operated Crane No. 5 and filled temporary vacancies and learner turns in the Pit Crane job.

In 1947 sequential seniority was superimposed on departmental seniority and jobs were realigned within sequences under the Wage Rate Inequity Program. In the realignment of the crane jobs, a straight line sequence was established with the Pit Crane job on top; below this job on the diagram was the No. 8 Crane; then the Number 6 and Number 7 Crane; and then, on a single level, Cranes No. 5, 9 and 10. Tompkins remained on the No. 8 Crane and Jonaitis on the No. 5 Crane. Twenty-six men were on the sequence list. In chronological seniority Tompkins, despite the fact that he operated the crane in the next to highest step in the sequence, was only twenty-fifth. Jonaitis who continued to operate a crane in the lowest step

was eighteenth and, accordingly, senior to Tompkins in sequential standing. Jonaitis had "extra" and "spell" after his name to designate the preferential order in which jobs would be filled in the future.

In 1949, 1950 and 1951 Jonaitis filled the job of Pit Crane Operator. A grievance was filed on the ground that the "extra" category was unwarranted and that Jonaitis had not performed the immediately subordinate job pursuant to Article VII Section 6 which provides with respect to the filling of permanent vacancies that "no employee shall move to a higher job without first having performed the immediately subordinate job" (Marginal Paragraph 103). The grievance which referred to the "permanent opening" that Jonaitis had filled was granted in 1951 and Tompkins, who was, in fact, in the immediately subordinate job, was upgraded to Pit Crane Operator. Jonaitis was demoted to Crane No. 7, the second crane from the top step of the sequence, and worked in this job from July, 1951 to May, 1953. In that last mentioned month when one of the operators of No. 8 Crane moved up to become one of the eight Pit Crane Operators, Jonaitis moved up the sequence again to become an operator of No. 8 Crane. This upward movement resulted when Ritchie, one of the Pit Crane-men quit his job. In May, 1954, after working a year, the employment of the former No. 8 Craneman who had become a Pit Craneman was terminated because of absence without leave. Because the level of operations dropped to an average of 15.2 turns per week on a yearly basis no steps were taken in 1954 to fill the job of that Pit Craneman. In 1955, however, "extended operations" were resumed and eight Pit Cranemen were required. Jonaitis once again was promoted to Pit Craneman and worked in the job throughout 1955 and up to the week of June 4, 1956. Operations were again reduced in June, 1956 and no more than seven Pit Cranemen were required. The Company demoted Tompkins as the junior employee in the job in the sequence. Tompkins filed his grievance on June 18, 1956.

The Company's claim of authority for retaining Jonaitis in the job and demoting Tompkins is derived from Article VII Section 8 (b) (Marginal Paragraph 113) which provides in part

"* * * employees who have been or are denied promotion in accordance with the provisions of this Article * * * may later correct the cause for such action. In such cases, the employees shall again be considered eligible for promotion, but they shall not be permitted to challenge the standing on the jobs above of those who have stepped ahead of them until they have reached the same job level above (by filling a permanent opening) as those who have stepped ahead of them."

The Company points out that Jonaitis had sequential standing as of 1941 and Tompkins as of 1946, and that when Jonaitis finally worked his way back through an immediately subordinate job up to the Pit Crane level with Tompkins, his sequential seniority then protected him in the job as against others on the same level who had lesser sequential length of service, such as Tompkins. The Company also contends that Tompkins, as well as Jonaitis, established his right to the Pit Crane job by reason of turns on extended operations, and that if Jonaitis is entitled to the same protection as Tompkins under that portion of Arbitration No. 167 which provides that employees "with established sequential standing" acquired through thirty turns in a vacancy regarded as temporary because created by extended operations "would not expect to be disturbed" (p.3). Furthermore, in choosing to demote Tompkins rather than Jonaitis, the Company relies on Article VII Section 6 (c) which provides that stepbacks within a sequence for any reason "shall be in accordance with the provisions of this Article" i.e., in accordance presumably, with Sections 3 and 4 which deal with seniority sequences and sequential length of service.

The Union position is that Jonaitis can only retain his job, as against Tompkins' claim, if he worked on the same job level on a permanent basis, and that Jonaitis, having worked only on extended operations had filled no permanent opening. Responding to the Company's point that Tompkins and Jonaitis both established themselves, similarly, in the Pit Crane job by work on extended operations the Union responds that Tompkins is protected under the ruling in Arbitration No. 167 because since he took the job there have been two quits and he must be regarded as having filled the permanent vacancies caused by the quits. The Union "does not know how he /Tompkins/ got there /but/ that he has been for more than thirty days filling a permanent opening that occurred by reason of two employees leaving the service of the Company, so that he is one of the people that we stated would not be disturbed."

The issue in this case is closely related to a series of disputes on the subject of extended operations as to which several awards have been made. There is a good deal of history involved in the Pit Crane job, as indicated above. Suffice it to say that Jonaitis filled the Pit Crane job in the years 1949, 1950, and 1951 and was removed from the job, on the complaint of Tompkins, not because Jonaitis had not been filling a permanent vacancy but rather because he had been promoted to the job without having filled the immediately subordinate job. It appears on the record in this case that both Jonaitis and Tompkins were given the Pit Crane job when this department was on extended operations. Two vacancies subsequently occurred, and it cannot be said with greater certainty that Tompkins filled a vacancy than that Jonaitis also filled one of the vacancies. In Arbitration No. 167 the Union conceded that it would be unwise to disturb the permanence of positions now

held by employees who acquired their positions originally by virtue of extended operations. This applies equally, so far as this record reveals, to both Tompkins and Jonaitis.

The fact that Tompkins was on the Pit Crane job before Jonaitis was again promoted into the job in 1955 does not give Tompkins superior rights in the job for the reason that Article VII, Section 8 (b) of the 1954 Agreement stipulates that an employee demoted for cause, as Jonaitis was when Tompkins filed his grievance in 1951, upon reattaining the given job level may then challenge the standing on the job of those who have stepped ahead of him but who have inferior sequential seniority standing.

The above considerations lead to the conclusion, that Jonaitis' greater sequential length of service entitles him to retain the job of Pit Crane operator as against the objections of Tompkins.

AWARD

This grievance is denied.

Peter Seitz,
Assistant Permanent Arbitrator

Approved:

David L. Cole,
Permanent Arbitrator

Dated: September 16, 1957