

In the Matter of Arbitration Between:

INLAND STEEL COMPANY

ARBITRATION AWARD NO. 462

- and the -

Grievance No. 6-G-18

Appeal No. 429

UNITED STEELWORKERS OF AMERICA,
Local Union No. 1010

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations
C. L. Sleeman, General Foreman, Power Department
R. H. Ayres, Assistant Superintendent, Labor Relations
A. J. Metzen, Chief Clerk, Power Department
A. T. Anderson, Divisional Supervisor, Labor Relations
H. S. Onoda, Labor Relations Representative, Labor Relations
R. J. Stanton, Assistant Superintendent, Labor Relations

For the Union:

Cecil Clifton, International Representative
Ed Urbanik, Grievance Committeeman
Peter Calacci, International Representative
Al Garza, Secretary, Grievance Committee

STATEMENT

Pursuant to notice, a hearing was held in Gary, Indiana, on November 21, 1961.

THE ISSUE

The grievance reads:

"The aggrieved employee, Michael S. Szirovecz, #19337, 2nd Switch Board Operator 2 A. C. Station, Index No. 36-0402 contends that he has been denied his proper sequential standing.

After the withdrawal of a waiver and a promotion on August 7, 1960, he has reached the same job level

as those who stepped around him while such waiver was in effect.

Aggrieved requests the company return him to a higher sequential standing than those employees who stepped around him while his waiver was in effect."

DISCUSSION AND DECISION

The issue in this case relates to the sequential standing of the Grievant in the Electrical Operating sequence of the Power Department. The evidence is that this department is on continuous operations. Prior to July 3, 1960, a 6--2 regressive schedule was in effect. Four crews were established and overtime was regularly paid when a crew worked six days within a payroll week. Forty-six men were then established in the sequence. On July 3, 1960, a 5--2 schedule was adopted to eliminate this built-in overtime. Swingmen were utilized to fill in so that no crew worked six days. The Company treated these vacancies as being permanent and filled them by upgrading the man from the job below in accordance with sequential standing. The number of men established in this sequence was increased to forty-seven. The Grievant prior to August 7, 1960, was permanently established on the No. 5 Sub-Station Operator job. Mr. Street and Mr. Walker were then established on the No. 2 A. C. Station, Second Operator job (one step above). Mr. Street and Mr. Walker had filled openings on the job above the No. 2 A. C. Station, Second Operator, before the Grievant was upgraded to fill a permanent opening on the No. 2 A. C. Second Operator job.

The essential question is whether these swing turns constituted permanent openings. It is evident that in Arbitration No. 201 there was a clear distinction drawn between continuous operations, and non-continuous operations. The Arbitrator there ruled that in situations of this type the openings "are permanent". The following quotations are considered significant:

"The instant cases differ from the others in this respect: in the previously decided cases the turns were worked on 'operations' not required, in their nature, to be maintained continuously; in the instant cases the grievances involve the No. 3 Open Hearth Department, the four furnaces in which, except for emergency breakdowns and rebuilding operations, are regularly scheduled for 21 turns (three turns per day, seven turns per week)."

"It seems clear to me that the character of the vacancy in such a scheduling arrangement as described above, does not change when it is a

Second Helper 'filling in' for a vacancy in the First Helper schedule, a Third Helper for a vacancy in the Second Helper schedule, or a Labor Pool man 'filling in' on the Third Helper Schedule in a vacancy occasioned by the need to upgrade Third Helpers to three turns in the Second Helper schedule. In each case, the vacancy is a regularly recurring one and an integral part of the established schedule. The vacancy does not come about by reason of the "extension" or expansion of operations beyond the previously established number of turns, because at all times (with exceptions not material here) the furnaces operate continuously (21 turns per week). Thus, there is no element of uncertainty as to whether any of the helper vacancies will be required to be filled in the future. Each furnace unit is known to, and must necessarily, operate continuously."

"The absence of mixed practices in the past and the relative regularity, foreseeability and reasonable anticipation of the necessity of filling the types of vacancies presented in this case distinguish it on its facts from those in the other cases previously decided. None of the others were necessarily continuous in nature. These differences justify the conclusion that we are dealing here with permanent vacancies as distinguished from those designated as temporary in the earlier cases." (Emphasis added.)

In a recent award in Arbitration Award No. 430, Arbitrator

Cole stated:

"These two grievances present questions concerning the manner in which employees are to be listed on the seniority list of the Floor Sequence in the No. 2 Open Hearth Department, and the correct sequence dates for such employees."

"In essence, the question relates to the filling of permanent vacancies in the sequence in a continuous operations department."

This Arbitrator considers it significant that the Union at no time challenged the method of filling the openings on the Swing Turns. Employees were not upgraded on the turn. They were upgraded from the sequence on the basis of sequential standing as permanent openings. An examination of the schedule shows that Swingmen were not promoted up to fill these openings on just a one-day basis. The Grievant actually has a five-day Swingman schedule. If Mr. Street and Mr. Walker cannot be considered to have filled permanent openings, then the Grievant himself cannot be said to have filled a permanent opening based upon the fact that he fills a five-day Swingman schedule.

The evidence indicates that in the No. 2 Open Hearth employees who fill four extra turns as First Helpers are, nevertheless, listed on the seniority list as Second Helpers.

This Arbitrator in Arbitration Award No. 342 expressly excluded the factual situation here involved from his ruling. The Arbitrator in his conclusion stated:

"It must be noted that the finding in our case does not cover the situation where the junior employee has permanently occupied a higher position in the sequence."

The Arbitrator here must find that Mr. Street and Mr. Walker did fill permanent openings on job levels above the No. 2 A. C. Station Second Operator job before the Grievant replaced Mr. Grote as the "Swingman" working five days per week as the No. 2 A. C. Station Second Operator.

AWARD

The grievance is denied.


Peter M. Kelliher

Dated at Chicago, Illinois

this 13th day of February 1962.