

Arbitration Award No. 763  
IN THE MATTER OF ARBITRATION BETWEEN  
INLAND STEEL COMPANY

Indiana Harbor Works  
and

UNITED STEELWORKERS OF AMERICA

Local Union No. 1010

Grievance No. 6-P-27

Arbitrator: Clare B. McDermott

Opinion and Award

September 12, 1986

Subject: Claim of Existence of Temporary Vacancy on Sequential Job.

Statement of the Grievance: "The aggrieved, Bill Lightsey, #19266, states management violated the Collective Bargaining Agreement on August 8, 1981, when Mike Irk, a nonsequential employee, filled a temporary vacancy in the Mechanical Sequence.

"Relief Sought - That this action cease and desist and pay all monies lost.

"Violation is claimed of Article 3, Section 1, and Article 13, Sections 1-3-4-6."

Agreement Provisions Involved: Article 13 of the August 1, 1980 Agreement.

Statement of the Award: The grievance is denied.

Chronology

Grievance Filed: 10-13-81

Step 3 Hearing: 12-17-81

Step 3 Minutes: 4-23-82

Step 4 Appeal: 5-7-82

Step 4 Hearings: 10-25-84, 6-6-85, 10-25-85

Step 4 Minutes: 1-15-86

Appeal to Arbitration: 1-21-86

Arbitration Hearing: 1-27-86

Appearances

Company

Robert B. Castle, Arbitration Coordinator, Labor Relations

Timothy L. Kinach, Section Manager, Labor Relations

James C. Abolt, Representative, Labor Relations

Robert Daniels, Supervisor, Maintenance, Power and Pollution Control

Gene E. Spradlin, Supervisor, No. 4 AC Maintenance, Power and Pollution Control

Roberta Sarnicki, Administrative Supervisor, Energy and Utilities

Union

Bill Trella, Staff Representative

Don Lutes, Secretary Grievance Committee

Jim Stewart, Witness

Bart Watkins, Witness

Rich Bobos, Witness

William Lightsey, Grievant

Ron Markowicz, Griever

BACKGROUND

This grievance claims that Supervision's assigning a nonsequential employee to work with a Mechanic at 4 AC Station in the Power Department to help replace an oil pump on overtime was in violation of Articles 3 and 13, Sections 1, 3, 4, and 6 of the August 1, 1980 Agreement.

Mechanical Foreman Daniels explained that on Saturday, August 8, 1981, a corroded bearing had to be replaced on the main oil pump on a coal pulverizer. Two Job Class 19 Craft sequential Mechanics were to be assigned to repair it on day turn. One of them reported off that turn. Two other Mechanics were scheduled that day, and one of them also reported off. Mechanic Spradlin was left to work on the oil pump, with the other Mechanic present (Watkins) being assigned to work on safeties on a boiler with an outside contractor.

Mechanic Spradlin required help on the oil pump on day turn, and Foreman Daniels called #5 Boiler House for a Mechanic to assist him. Mechanic Apprentice DeHenes was sent, and he worked with Spradlin on repairing the oil pump on day turn.

Spradlin and DeHenes removed and inspected the pump and determined that it was beyond repair. They got a spare from the Warehouse, and it, too, had to be repaired. They repaired it.

Foreman Daniels says it was about 11:00 a.m. when he became aware that the replacement pump would not be finished and in place by the end of the day turn. Daniels asked Mechanics DeHenes and Watkins if they would stay over to work on it, and they declined. Mechanic Spradlin agreed to stay over.

Daniels decided to wait until after lunch to ask again, saying that employees sometimes change their minds on this subject. Daniels says after lunch he called #5 Boiler House to get a Mechanic to stay over, but they had depleted their people. Daniels then called #2 AC Station but learned that employees there were working at #3 Station, so that no assistance was available from that source. Daniels called #3 Station, but there was no answer.

Accordingly, at about 2:00 p.m. Daniels, because no afternoon Mechanic crew was scheduled, solicited other employees to help Mechanic Spradlin, who had agreed to stay over, to replace the oil pump. Painter Irk said he would stay over. Daniels did not succeed in getting other Mechanics to double over. Thus, he told Irk he would work as a Utilityman (Job Class 3), helping Mechanic Spradlin, and would be paid his regular Job Class 9 Painter rate for doing so. Daniels reasoned that the work left to be done on replacing the oil pump would take about one and one-half or two hours at overtime on the afternoon turn, and that it could be handled adequately by Mechanic Spradlin, with Irk acting only as a Helper. Daniels, who had done this repair task when in the bargaining unit, thought it would be unreasonable to call out a Mechanic and pay him four hours' reporting pay for so little work.

Daniels says that the remaining work on the oil pump did take only about one and one-half hours, as he had expected. He says also that, after Spradlin and Irk had begun their overtime work on replacing the oil pump, it was discovered that other repair work would be required on an atemperator pump. That was done by Mechanic Spradlin, with Irk's assistance and without fresh contact with Daniels, and they worked on it till 10:00 p.m.

The Company asserts that nonsequential employees such as Utilityman, the role played by Irk here, are assigned regularly to assist Mechanical employees in the Power Department on both a regular and an overtime basis.

This grievance was filed by a Mechanic in the Utility Mechanical Sequence, insisting that Foreman Daniels's actions created a temporary vacancy on the Job Class 19 Mechanic Sequential Craft job which thus had to be filled by calling out grievant at overtime.

Daniels said he did not have grievant's telephone number and that he was unaware that it was available in the office. The Company says this point is not important, in any event, since Daniels did not intend, and had no duty, to call out grievant.

The Company notes that in the Power Department the entry-level, Seniority Pool job, not in the Sequence, is the Job Class 3 Utilityman, with a Standard Title of Learner (General Repairman Helper). Its Primary Function is to help repair and maintain equipment. Management stresses that the Utilityman job is to assist Mechanics in their maintenance work. It insists that the decision to use a noncraft Utilityman instead of a craft Mechanic to help another craft Mechanic on a given replacement assignment is up to Supervision and that the answer depends upon factors such as manpower availability and the degree of expert mechanical ability required by the task.

The Company points out, in any event, that, since the nonsequential employee (Irk) assigned here to help Mechanic Spradlin, was assigned and in fact performed only nonsequential Utilityman duties and did not work as a craft, sequential Mechanic, he did not fill a vacancy on an occupation in the Utilities Mechanical Sequence. It argues, therefore, that Inland Award No. 618, is not apt, since it dealt with Management's filling an overtime turn on a sequential occupation by use of a nonsequential employee.

The Company urges also that the Union introduced no evidence of any practice that would compel the Company to call out a Mechanic under the present circumstances and, in fact, had not even cited a violation of the practice provisions of the Agreement. Indeed, the Company says that evidence of Utilityman assignments to assist Mechanics on similar repairs on other turns shows that no practice favoring the Union claim exists.

Management notes that the relevant Sequential Diagram for the Power Department shows that the entry-level, labor-pool position is entitled Utilityman at Job Class 3, as installed in 1948. It is not in the line of sequential jobs but is below it.

Foreman Daniels, in the Power Department since 1965, testified that there were many instances before this event when an employee was assigned as Utilityman to help--to act as another pair of hands--a Mechanic. He said that Irk performed no more than Utilityman duties and did no Mechanical work on this task and, therefore, needed no mechanical ability.

Union witness Markowicz, who worked as a Pump Tender on August 8, 1981, said that from fifteen or twenty feet away he saw Irk that day with his arm and head inside the pulverizer with a 15" box wrench in his hand. He watched Irk for about two minutes. He could not see what Irk was doing, but said that Irk said he was doing something with shims.

The witness said Irk was called to the Union Hall to help prepare for presentation of this case, and that he said he had worked as a Mechanic that day. Irk said also that he had worked as a Utilityman then. Irk was not a witness in, and was not present at, this hearing, the Union saying he was not needed. Markowicz agreed there would be nothing wrong with a Utilityman assisting a Mechanic, if the employee worked as a Utilityman. The witness said a Painter never before had been assigned to the labor-pool, nonsequential job of Utilityman. He said there would have been no grievance if two Mechanics had been used on this task, with or without a Utilityman and that he filed this grievance in the belief that replacing this oil pump always had used two Mechanics and that Mechanics had told him the chore required two Mechanics. The Company asked, if it were true that Irk really performed Mechanic duties on this event, why no grievance had been filed on his behalf asking for the difference between the Job Class 9 rate he was paid and the Job Class 19 Mechanic rate. Markowicz said Mechanics had told him the task required two men, as a crew-size matter, and that one Mechanic and one Utilityman were not right.

#### FINDINGS

The key to resolution of this problem is to determine precisely what duties Irk performed on the assignment in dispute. If he, a Power Department employee, worked only as a labor-pool, nonsequential Utilityman (Job Class 3), then none of the doctrines about rights of sequential Mechanics to work that sequential Job Class 19 craft job would apply. Only if Irk performed as a sequential Mechanic would any of the sequential rights of this grievant have been violated.

There were hearsay hints and suggestions leaning slightly in the other direction, but the really solid basis in this evidence clearly supports the conclusion that Irk performed only as a Job Class 3 labor-pool Utilityman, below the sequential jobs. Thus, no temporary vacancy on a sequential job was created and none of grievant's sequential rights to temporary vacancies on sequential jobs were involved or violated. There were allegations that the task actually required two Mechanics, but that was not established. The evidence would not support, either, a conclusion that a local working condition existed, requiring two Mechanics for this chore, under any and all, including these, conditions.

The facts are decisive here, so that no grand principles are involved. Irk acted as a Job Class 3 Utilityman, and that violated no sequential rights of the Job Class 19 Mechanic. There were comments and arguments about what effort Foreman Daniels had made or had not made to call out other Mechanics and about refusals being noted or not noted on the overtime-distribution sheet for those who declined. None of that would bear on these facts, however, where nonsequential work on a nonsequential job was performed by a nonsequential employee, which assignment did not violate sequential rights of this grievant. Accordingly, the grievance must be denied.

#### AWARD

The grievance is denied.

/s/ Clare B. McDermott

Clare B. McDermott

Arbitrator