

Arbitration Award No. 758
IN THE MATTER OF ARBITRATION
Between
INLAND STEEL COMPANY
Indiana Harbor Works
and
UNITED STEELWORKERS OF AMERICA
Local Union No. 1010
Grievance No. 18-R-39
Arbitrator: Clare B. McDermott
Opinion and Award
February 13, 1986

Subject: Crew Size Local Working Condition--Change of Basis--Transfer of Significant Volume of Work From Job in One Seniority Sequence to Other Seniority Sequences.

Statement of the Grievance: "This group grievance is being filed on behalf of the #6 Dock Hookers Sequence employees contending their seniority rights are being violated by the Company. Scheduling RC operators from another department (Transportation dept) to hook the lifts from railroad cars which has traditionally been the Hooker's job for many years.

"Relief Sought - To cease and desist this action immediately by the Company and pay all monies lost.

"Violation is Claimed of Article 2, Section 2, Article 3, Section 1, Article 13, Sections 3, 4, 9, and Article 9, Section 6."

Agreement Provisions Involved: Articles 2, Section 2; 3; 9, Section 6; and 13, Sections 3 and 4 of the March 1, 1983 Agreement.

Statement of the Award: The grievance is denied as stated in paragraph 58 and is sustained only to the extent stated in the last paragraph of the accompanying Opinion.

Chronology

Grievance Filed: 5-8-84

Step 3 Hearing: 8-2-84

Step 3 Minutes: 10-26-84

Step 4 Appeal: 11-2-84

Step 4 Hearing: 12-13-84

Step 4 Minutes: 1-30-85

Appeal to Arbitration: 2-13-85

Arbitration Hearing: 5-14-85

Transcript Received: 7-25-85

Appearances

Company

Robert B. Castle -- Arbitration Coordinator, Labor Relations

Joseph Mahala -- Superintendent, Yard Department (Retired)

Louis W. Harding -- Manager, Transportation Department

Lawrence W. Orth -- Manager, Trucking & Yard Services

Charles W. Ireland -- Assistant Superintendent, Yard Department (Retired)

Richard Spring -- Section Manager, Trucking & Yard Services

Timothy L. Kinach -- Section Manager, Labor Relations

Douglas Niksch -- Industrial Engineering Department

John J. Spear -- Coordinator, Labor Relations

S. W. Nelson -- Representative, Labor Relations

Union

Thomas Barrett -- International Staff Representative

Jack Thill -- Griever

Frank Gonzalez -- Witness

Ken Gillie -- Witness

Gavino Galvan -- Chairman, Grievance Committee

Don Lutes -- Secretary, Grievance Committee

Jim Thill -- Witness

Gavino Jimenez -- Witness

BACKGROUND

This group grievance from No. 6 Dock of the Yard Department at Indiana Harbor Works claims that Management's assigning some hooking, previously done by Hookers in that seniority sequence, to Train Operators-No. 6 Dock in a different seniority sequence and department and to Truck Drivers in yet another seniority sequence and department and then reducing the number of Hookers assigned, were in violation of Articles 2, Section 2; 3, Section 1; 9, Section 6; and 13, Sections 3, 4, and 9 of the March 1, 1983 Agreement.

Operations at No. 6 Dock include the loading of product into barges and occasionally into boats. On rare occasions unloading is done, also, but ordinarily, only loading of barges is done. Coils make up about 85 percent of the product loaded. The balance includes sheets, structurals, and plates. Sometimes bulk commodities, such as sulfate, are loaded. This problem deals generally with coils, sheets, plates, and structurals.

Materials come to the dock by railcars and by trucks, with most getting there by cars. Transportation Department employees bring materials to the dock area by car, and Garage sequence Truck Drivers bring it by truck.

Prior to March 27, 1984, the crew assigned in unloading and loading structurals, sheets, plates, and coils from railcars and trucks into barges consisted of four Dock Hookers, one Loader, one Crane Operator, and one Train Operator-Field, for a total of seven employees. Two of the Hookers were assigned in unloading material from cars. One Hooker was assigned at the top of the barge to signal to the Crane Operator the location in the barge where a lift was to be lowered and placed. One Hooker and the Loader were in the barge to perform unhooking and loading functions, and the Train Operator operated the locomotive that brought materials to, spotted, and moved cars at the dock.

Since March 27, 1984, the number and jobs of employees assigned to do the unloading and loading at the Dock has depended on the type of material being handled. When unloading and loading coils and sheets from cars to barges, three fewer Hookers are assigned. The two in the car and one in the barge are not used. Since then the Train Operator in the Transportation Department has been required to assist in hooking operations in the car. That job operates a radio-controlled locomotive to bring, spot, and remove cars of products to and at the Dock. The Hooker who acts as Signaller still is assigned. The one Hooker who used to do the unhooking of lifts of coils and sheets in the barge no longer is assigned, and the Loader since then has done that. When unloading structurals and plates from cars, the Train Operator and one Hooker do the hooking in the car. That eliminated one Hooker. The Hooker assigned as a Signaller remains, and the Loader and one Hooker continue to do the unhooking and other duties in the barge for those materials. The overall result was that prior to March 27, 1984, the total number of employees assigned was seven, and after the changes in dispute here, it was six for structurals and plates, and four for coils.

This grievance followed, complaining that the reduction of Hookers was unwarranted and, in any event, that assignment of hooking work to employees from a different department and seniority sequence violated the sequential seniority rights of No. 6 Dock Hooker seniority-sequence employees.

The Company installed an interim wage rate for the Train Operator job and, after this grievance, a new job and description, called Train Operator-No. 6 Dock were established, and they included the new hooking duties.

Management suggests that this analysis really must begin some years prior to this grievance, if a realistic picture of these operations and this problem would be obtained.

It notes, for example, that in 1981 these unloading-loading operations were performed by a group of ten employees, with employees assigned on each of the following jobs: Crane Operator, Crane Hooker (both in Mobile Equipment Sequence), Trackmobile Operator, Switchman, Loader, and five Dock Hookers (all in Dock Sequence). At that time a Locomotive Engineer from the Transportation Department brought cars to the dock area by operation of a conventional locomotive, set them off, and took empties back. He did not stay to spot cars or move them about at the dock.

In those times the Truck Driver from the Garage Department brought material to the dock, and his truck would be unloaded then or spotted for later unloading. In any event, the Truck Driver did no unloading. One of the five Dock Hookers that was assigned then had been used exclusively to clean up the Dock area. In November of 1982, Supervision decided that housekeeping in the area really was a responsibility of all employees who worked there and not of just one. It required all to pitch in at keeping the area clean and ceased scheduling the "clean up" Hooker. Thereafter, as the situation required, a Laborer has been called out from the Yard Department Labor Division to clean up, on an as-needed basis. That eliminated one Hooker, and the Company notes it had nothing to do with technological changes.

A Trackmobile had been used in the past to move strings of cars around at the dock. It could handle no more than three loaded cars and perhaps five empty ones. Maintenance costs were high, since the Trackmobile engine often broke down from being overloaded. Moreover, because of safety considerations, it could not go out of the Dock field.

Accordingly, in November of 1982, a remote-controlled locomotive began to move cars at the dock. It is much more powerful and, therefore, can move longer strings of cars (up to ten). That cuts down delays. The radio remote-controlled engine can leave the Dock area and go out to the mill to pick up material, which further cuts down delays. In any event, its advent brought a new job, Train Operator-Field, and its use eliminated the Trackmobile Operator and the Switchman that had been assigned with the Trackmobile. Thus, in 1982 the "clean up" Hooker, the Trackmobile Operator, and the Switchman were eliminated, and the Train Operator was added, for a reduction from ten to eight employees in the unloading-loading operation.

The cranes used to require the services of a Crane Hooker, whose responsibility was manually to care for supplying its lubrication. In 1983 the cranes were refitted with automatic greasing systems, and that change eliminated necessity for the Mobile Equipment Crane Hooker. That Hooker acted also as the Signalman for the Crane Operator and, therefore, upon its elimination, one of the two Hookers previously assigned in the barge with a Loader was thereafter assigned as Signalman. Those changes reduced the crew by one in 1983, for a total of seven employees remaining, just before the present dispute. They were one Crane Operator, one Loader, four Hookers (two in the car, one in the barge with the Loader, and one as Signalman), and a Train Operator-Field.

The Company says that other related changes occurred in or about 1983. Many 3" x 4" strips of lumber had been used in the past on the barge floor to help hold coils in place. That was reduced, so that about one-half of the old volume of lumber is used, and the remaining lumber (1" x 4") allegedly makes the task of the barge-loading crew somewhat easier.

We come now to the changes, reductions, and reassignments in dispute in this grievance. In the past, when sheets were being unloaded and loaded, a pack-lifter grabbing device was used. Its arms would be lowered by the crane on each side of the pack. One of the two Hookers in the car would hold and guide the lifting device while the other would use both hands to pull a chain to turn a wheel which would close the arms and grab the pack securely.

In February of 1984 the cranes were modified to handle an electric sheet lifter. It has buttons on it that are operated by one Hooker to close and open the arms to and from the sheets, as he steadies it with his other hand. The Company witness guessed that device cost from \$30,000 to \$35,000.

Over the years in the past, when coils were being unloaded and loaded, Wisconsin hooks were used. Coils represent approximately 85 percent of product handled at the Dock. One free-swinging Wisconsin hook was suspended from each of crane cables. They would be lowered to the coil, and a Hooker, one on each side of the coil, would guide one hook into the eye and hold it as the hooks rose so that they would stay in the eye securely and lift the coil. Two persons were required for that operation, both in the car or truck and in the barge.

In February of 1984, an electric coil-grab device was introduced in place of Wisconsin hooks. It hangs from a block that the Crane Operator can rotate from his cab, so as to be able to present the grab on each side to the open eye of the coil. The cranes had to be modified in order to operate this device. The arms are opened and closed electrically from the crane cab. The Company witness estimated that the cost of modifying the cranes was about \$30,000 or \$35,000.

One of the two cranes was modified also by installation of a television camera on the boom, just below the hoist, and a television monitor screen in the cab. The Crane Operator can move the camera for a direct picture down over the hook. Thus, the Crane Operator can see the position of the coil and hooks. A two-way radio system was introduced, so that the Loader in the barge, Crane Operator, and Train Operator can speak to each other, and the Foreman can monitor those conversations. The Company does not claim that the television equipment or the radio played any part in the disputed reduction of Hookers in question here. It does insist, however, that the automatic hooking arrangement enables the Crane Operator to lift and set down coils without any real assistance from the ground in most cases.

Accordingly, with introduction of the sheet-pack lifter and the automatic coil-grab device, Supervision decided that there was very little left for three of the four remaining Dock Hookers to do in cars, trucks, and barges, and they were eliminated.

On very windy days the Crane Operator might have difficulty positioning the hooks properly and would need some hooking assistance, and on J-cover cars the pins on retaining bars must be pulled by someone on

the ground. Those duties and all hooking in cars for sheet lifts then were assigned to the Train Operator when cars are to be unloaded. Thus, for coils and sheets the Train Operator does whatever hooking might be necessary in the car, and the Truck Driver does that for unloading of trucks, and the Loader does the unhooking in the barge, so that four employees now are assigned in that operation, the Crane Operator, Loader, one Dock Hooker to act as Signalman, and the Train Operator. That reduced the crew by three employees, the two Dock Hookers in the car or truck and one in the barge who no longer are assigned. When plates and structurals are to be unloaded and loaded, the sheet lifter and automatic coil-grab device cannot be used, and two additional employees then are called out to assist in necessary hooking and unhooking with the chains and cables, one in the car or truck to assist the Train Operator or the Truck Driver, and one in the barge with the Loader.

In the past, in cases of materials coming to the Dock by truck, the Truck Driver would position the truck and simply wait until it was unloaded, and then he would leave. He did nothing in the unloading. Now he positions the coil grabs for the Crane Operator in cases where that assistance is needed on trucks, identical to what the Train Operator does when that might be necessary in the unloading of cars. The Truck Driver is in the Garage Seniority Sequence. There is a grievance in the proceedings by Truck Drivers, objecting to their being required to do that hooking. The Company notes that hooking was not done in the past by Truck Drivers, but it says that it was stated in the Truck Driver description.

The Company says that the Crane Operator can lift coils by himself and without assistance from anyone on the ground, perhaps eight times out of ten, so that the Train Operator from the Transportation Seniority Sequence and the Truck Driver from the Garage Seniority Sequence need help him on only about 20 percent of coil lifts.

In any event, the present grievance then was filed on behalf of Dock Hookers, contending that their seniority rights were violated by Management's assigning Train Operators from the Transportation Department and Truck Drivers from the Garage Seniority Sequence to hook lifts from cars and trucks, which work used to be done exclusively by Hookers from the Dock Sequence.

The Union notes that under the old arrangement, with two Hookers in the car and one in the barge with the Loader, the Hookers were busy with Wisconsin hooks, but that the Train Operator would bring and move cars and do nothing else, so that he had considerable idle time. Thus, the Union suggests it is odd that the Hookers who were busy were reduced and the Train Operator, who had significant idle time, was retained. The Company says it was because the Train Operator had idle time that the work of assisting with the coil grab in the 20 percent of the times it is needed was added to his duties.

Company Exhibit 15 shows that hooking duties are part of the work of various jobs throughout the plant, other than Hooker jobs. The Union would distinguish that on the ground that many such jobs are hooking and unhooking for their own Electrician, Welder, or Burner activities and not as a service for other operations.

The Union stresses an October 15, 1982 written local agreement between the Grievance Committeeman and the Transportation Department Superintendent, saying that Conductors, Switchmen, Radio Control Engine Operators, and Engineers will not be required to perform duties that are not contained in their job descriptions. The Assistant Grievance Committeeman notes that the duty of hooking in cars was added to the work of the Train Operator before it was added to the description, and he saw that as a violation of the above local agreement, and filed a grievance on that ground. The Company then added hooking work to the description, but he says that retroactive cure is insufficient. His grievance still is in the proceedings, and he said there also is another grievance protesting Management's right to add hooking to the Train Operator duties.

The Union charges there have been electrical problems with the automatic coil-grabbing device since its rotation twists the cables, and that it is very hard to control even when it does work, in that, while the Crane Operator can maneuver one of the two hooks into the eye of the coil, it is difficult for him to see the other one. Sometimes coil wraps are so thick that the grabbing device will touch the top of the coil before the hooks are low enough to engage the eye. When there are electrical problems and when the coil wraps are too thick, so that the automatic grabbing device is down or cannot handle the particular coil, the operation continues but by returning to use of a "C" hook or Wisconsin hooks.

The Union insists, in spite of the Company's claim that the disputed reassignments of work and elimination of Hookers has reduced costs and made the Dock more efficient, that the volume of coils loaded has decreased tremendously.

The Company answers that its pre-change studies indicated that it would derive certain cost benefits and absolute increases in productivity from the changes, but only after a learning period under the new

arrangements had been experienced, during which the employees would become familiar with working with them. That was said to be especially true of Crane Operators' learning to become adept with the initially difficult maneuvering of the rotating coil grabs. The General Foreman said that some Crane Operators had achieved the same or higher loading levels under the changed arrangements as they had in the past with the old implements. He said the applicable incentive was paying off at a higher level than it had before the changes.

The Union's Crane Operator witness said, in contradiction to the testimony of the Company's Industrial Engineer who time-studied the operation on the day turn of June 12, 1984, that it would be impossible to have loaded seventy coils in the time available after allowing for the late start (approximately forty minutes), coffee-break time of fifteen minutes, lunch break ordinarily extended to thirty minutes, and the Engineer's agreement that there was a ninety-minute tug delay, including a rain delay. The Union witness was not there on that turn.

The Company notes that up to near the end of the arbitration hearing there had been no suggestion that the Union was impugning Management's motives in making these changes. In any event, the Company then introduced the incentive report for the turn in question, made out by the Yard Department Clerk, and it lists seventy coils as having been lifted on that turn. Employees are paid according to the data on that sheet, one of which is prepared on production for incentive purposes for every turn.

The Company stresses that the Union has the burden of proof here, and it charges it has not sustained it. Management notes that in the history of this operation the complement of Hookers and other jobs, too, has been reduced from 1981, with the reductions sometimes associated with technological changes and sometimes not so associated, with the elimination of the "clean up" Laborer being an example of the latter situation.

The Company thus argues that the number and function of these jobs was in a period of constant adjustment, so that no fixed crew size existed, which could have come within the protection of the local working condition provisions of Article 2, Section 2-c.

Secondly, the Company says in the alternative that, even should it be found that a crew size protected by Article 2, Section 2-c had existed, the evidence demonstrates clearly that the introduction of the new lifting devices changed the basis for that crew and justified Management's reducing it under Article 2, Section 2-d. On that point, the Company believes that the size of the hooking crew needed is directly proportional to the nature of the hooking implements it uses. Need for manual adjustment of the sheet-rack arms required one employee to steady the rack while another used both hands to pull the chain to turn the wheel to close the arms under the sheet lifter. Similarly, the Wisconsin hooks obviously required two employees, one on each side of the coil, to engage and hold the swinging hooks securely into the eye of the coil.

Management insists that the new sheet lifter, with buttons operated by one man with one hand while he steadies the device with the other, requires fewer employees. In the same fashion, the rotating coil grab, operated by the Crane Operator from his cab, reduced the need in the great majority of instances for anyone in the car to assist in hooking coils. It says most of the time a Hooker there would be only an observer. Assistance is needed perhaps 20 percent of the time, and then only to help to position the arms in a high wind or a tight place. That minor assistance is provided by the Train Operator or the Truck Driver, depending upon the vehicle being unloaded.

Next, the Company points out that the Union has not questioned seriously the Company's right to reduce the crew. It has argued, instead, that the jobs in which that minor hooking assistance has been placed are improper, in that the Train Operator and the Truck Driver are not in the Dock Hooker seniority sequence. That is said to violate the sequential seniority rights of the Hookers.

Regarding a potential remedy issue, the Company stresses that three Hookers were eliminated, and yet the Train Operator's and the Truck Driver's hooking replaced only one of them. Thus, it is argued, if it should be found that it was improper to assign the remaining hooking work to the Train Operator and to the Truck Driver, the other two hookers simply were eliminated without their duties being assigned to anyone outside the Hooker seniority sequence. Thus, the Company says, of the three Hookers that were eliminated, only one is seriously challenged here. That is, the Company notes that the Union has not challenged the fact that only one employee is functioning in the barge, and it sees no Union evidence that another employee (beyond the Train Operator or the Truck Driver) was necessary in the car.

The Company points out that there is a separate grievance protesting its addition of hooking duties to the Train Operator description and job. Apparently, there is a similar separate grievance by Truck Drivers. It says that whatever Article 9 issues are raised by those grievances are separate from this one and not properly part of this proceeding. In any event, it says no Article 9 violation arises from these events.

Management notes that the Train Operator has been part of this crew since November of 1982, which allegedly makes that job an appropriate one to share in the redistribution of duties resulting from the changes in equipment.

Finally, the Company sees no violation of the seniority article of the Agreement. It allegedly sets out the method by which seniority sequences are established. The Company argues that, to the extent it might be limited from assigning duties from a job in one department to one in another, that would arise from the local working condition clauses of Article 2, Section 2, and, once it made a legitimate change of basis under that provision, sufficient to justify a crew reduction, no further bar could arise in the way of placing remaining duties in another department, especially none based on the seniority provisions of Article 13. The Company argues that the seniority provisions dictate how jobs will be filled by employees, once Management decides they must be filled, but it says they have nothing to do with what duties will be assigned to certain jobs. This was not a case of promotion or demotion, and no relationship between jobs in the Hooker seniority sequence was disturbed or changed.

The Union's main argument is that two employees (Hookers) were eliminated from one seniority sequence in the car and truck and were replaced by one employee from another seniority sequence. It says the Company's main concern was cost, and it urges that Management's cost-reduction efforts must stay within the confines of the Agreement. Hooker work was not eliminated. It still is being performed in sufficient volume to occupy a Hooker. If the Train operator had substantial idle time, Supervision should have found something else for that job to do. The Union insists that Management may not combine the duties of two jobs in different seniority sequences, in order to justify deleting one of them. If it could do so, it is said that sequential standing of employees would become meaningless. The Company's action here allegedly took away the Hooker's opportunity to train for promotion to a higher job in that seniority sequence.

The Union says past practice does support it here, in that it always was the practice to have hooking done at the Dock by Hookers in that seniority sequence and it never was the practice to have it done by Train Operators, or by jobs in another seniority sequence.

FINDINGS

Confining consideration for the moment to the reduction of the number of Hookers, that caused no violation of Article 2, Section 2, Article 3, Article 9, Section 6, or of Article 13, Sections 3, 4, or 9. Assuming but without deciding that past scheduling and assignment habits at the Dock had developed into a crew-size local working condition under the protection of Article 2, Section 2-c, it nevertheless is obvious that the equipment changes made by Management under its Article 3 authority in February of 1984 changed the basis of any such practice and justified reduction of the crew under Article 2, Section 2-d. Clearly there was no violation of Article 3.

This record presented no real challenge to anything that was done, on the basis of Article 9, Section 6, Description and Classification of New or Changed Jobs. Nothing in this paragraph is intended as speaking in any way to whatever Article 9 problems may be presented by other grievances not now here by or on behalf of Train Operators or Truck Drivers, or both, asserting violation of Article 9 in Management's requiring those jobs to perform hooking duties in cars and trucks.

Similarly, still limiting consideration to the reduction in the number of Hookers, no violation of Article 13 appears. Management's assigning fewer employees to an operation does not of itself invoke anything in the seniority provisions of Article 13.

Whether or not the proper employees are left after the dust has settled well may raise Article 13 issues, however, and that leads naturally to the only really serious question prosecuted by the Union here. It really does not dispute the assertion that the equipment changes warranted reduction of the crew. That is, there was a reduction of one Hooker in the barge, but there is no Union complaint here about that, for the job that wound up doing whatever hooking still must be done there is the Loader, a job in the same seniority sequence as the eliminated Hooker. Similarly, although two Hookers were reduced from the cars and trucks, no complaint is made against reduction of one of them. No job does that hooking anymore. The only point actually pushed by the Union here goes, not to the fact that there now are fewer Hookers, but to the seniority sequence of the jobs (Train Operator from the Transportation seniority sequence and Truck Driver from the Garage seniority sequence) that wound up doing the hooking in cars and trucks that used to be done by the one eliminated Dock Hooker in the Dock seniority sequence.

Each party relies on arbitration awards on this general point. The decisions march in each direction, depending upon their fact settings.

The Company says there was so little hooking left in the car and truck, about 20 percent of coil lifts, that assignment of that allegedly minor segment of work across seniority sequences should not be seen as a

violation of anything arising from sequential seniority rights in Article 13. It argues that continuing to assign a Hooker to do just that limited coil hooking in cars and trucks would not be efficient.

The Union answers that, if, solely on the ground of greater efficiency, employees may not be transferred from one seniority sequence to another, as it insists may not be done, then no more may the work of a job be transferred from one seniority sequence to another, since the result would be the same in the employees' loss of training and promotion rights. The Union agrees that any number of arbitration decisions have approved the assigning from one seniority unit to another of trivial, minor, and inconsequential elements of work. It stresses that here, however, the work assigned across seniority-sequence lines was the primary function of the Hooker job, and it insists that cannot be allowed, or the sequential standing of employees under Sections 3 and 4 of Article 13 will be rendered meaningless.

There is no serious question raised as to reduction of one Hooker in cars and trucks and one in the barge, and the grievance will be denied as to those reductions.

The question is very close, however, on reduction of the other Hooker in cars and trucks and assignment of its hooking to the Train Operator and Truck Driver, each in a different seniority sequence. The Company stresses the estimate of its witness that the new coil-lifting grabs have enabled the Crane Operator to lift coils approximately eight times out of ten by himself and without assistance of anyone in cars and trucks, so that the Train Operator in cars and Truck Drivers on trucks would be hooking or helping in hooking for only about 20 percent of coil lifts. It thus claims that assignment of only 20 percent of hooking for coil lifts across seniority-sequence lines should not be held to violate the Hooker's sequential seniority rights.

That 20 percent estimate was far from a scientific measurement, however. But, even if it had been, it takes no account of sheet lifts, all of which require one person in the car and truck. The Company would say that covers only part of the balance of the 15 percent of product handled at the Dock. But, it still must be counted in this analysis in an attempt to get a better sense of the volume of work transferred across seniority-sequence lines, and it necessarily raises the Company's estimate to something above that, perhaps substantially above that.

Accordingly, the hooking work, which was the primary function of the Hooker in the Dock Seniority Sequence, that was moved to the Train Operator in the Transportation Department and to the Truck Driver in the Garage Department, was too much to be excused as trivial, or minor, or inconsequential, solely on the ground of greater efficiency. Pursuit of increased efficiency in these circumstances does not warrant ignoring the Article 13, Sections 3 and 4 sequential seniority rights of Dock Hookers who always have done that hooking. Those rights would become so diluted as to be practically meaningless if they were not honored here.

Accordingly, the grievance will be sustained only to the extent that the one Hooker in the car and truck shall be restored to the operation and the appropriate employee shall be made whole for all earnings and other contractual benefits lost by the improper reduction and assignment of its work to jobs in other seniority sequences.

AWARD

The grievance is denied as stated in paragraph 58 and is sustained only to the extent stated in the last paragraph of the accompanying Opinion.

/s/ Clare B. McDermott

Clare B. McDermott

Arbitrator