

IN THE MATTER OF THE ARBITRATION BETWEEN

ISPAT INLAND STEEL COMPANY

And

Award 970

UNITED STEELWORKERS OF AMERICA
LOCAL UNION 1010

OPINION AND AWARD

Introduction

This case concerns the Union's claim that the Company violated the rights of grievant Greg Gary when it removed him from the withdrawal branch of the of the 2BOFCC LMF Casting Sequence, to which he had been assigned, and assigned him to work in a different branch. The case was tried in the Company's offices on January 11, 2000. Pat Parker represented the Company and Mike Mezo presented the case for the Union. Grievant was present throughout the hearing. The parties submitted the case on final argument.

Appearances:

For the Company:

P. Parker.....Section Mgr. Arb. And Advocacy
C. Hansotte.....Manager, #2 BOF
W. Boos.....Senior Rep., Personnel Services

R. Allen.....Human Resources Area Mgr.
C. Lamm.....Staff Rep., Union Relations

For the Union:

M. Mezo.....USWA Staff Rep.
E. Harvey.....Griever
G. Gary.....Grievant

Background

Most of the facts are not in dispute. Prior to May 10, 1995, there were four separate sequences at No. 2 BOFCC. On May 10, 1995, the parties signed a Mutual Agreement that combined the four different sequences into one sequence with four branches. Employees already established in the four sequences - caster, ladle treatment, withdrawal, and tundish repair - maintained the same relative standing in the new branches of the same name. In addition, the Agreement created a new general utilityman occupation. Permanent vacancies in that occupation were posted plant wide. Other relevant provisions of the Agreement provide:

3. Permanent vacancies within branches of the sequence will be filled in the following order.

- a. Sequentially established employees from within the branch in which the vacancy occurs.
- b. The prevailing bidder from employees established in other branches of the sequence.
- c. Employees established in the General Utilityman occupation.

4. Permanent vacancies in the General Utilityman occupation will be posted plantwide.

5. The prevailing bidder for the General Utilityman occupation must:

- a. complete the orientation module;
- b. after completion of the orientation module, employees will submit a pick on a form provided by the Company as to which branch they would prefer to be assigned.

6. While training the prevailing bidder will:

- a. Maintain continual and steady progress by successfully completing each training level.
- b. Employees will progress as their abilities will allow but in no event faster than the requisite work period for each branch shown below:

[table omitted]

c. Failure to maintain continual and steady progress will result in the employee being permanently demoted from the branch(s) from which the employee has bid into or been assigned.

d. Employee(s) unable to promote to the top level in the branch they have picked, in accordance with number 5, will be demoted from the sequence.

8. Prevailing bidders will be given sixty (60) scheduled turns after the start of training to decide if they will continue with the training or voluntarily return to their previous branch of the LMF-Casting sequence, sequence or department....

9. Prevailing bidders, except for those who have been established in other legs of the sequence, who have been in the training program longer than sixty (60) scheduled turns and who do not successfully complete the training will be demoted from the sequence and stepped back into the No. 2 BOFCC labor pool. Prevailing bidders established in another leg of the sequence will be returned to their previous position.

10. General Utilitymen will receive training in each of the respective branches as needed and will be assigned duties commensurate with their training. In the event of a shortage of Utilitymen, applicants to the No. 2 BOFCC LMF-Casting Sequence will be trained to perform their designated duties.

11. The Mmaximum number of Utilityman positions for each branch of the sequence shall be:

Caster	10
Ladle Treatment	5
Withdrawal	5
Tundish Repair	6

Grievant was one of the successful bidders for the general utilityman occupation in a plant wide posting. After he entered the sequence and completed the orientation module, he submitted a pick indicating a preference to train in the withdrawal branch of the sequence. Charles Hansotte, Manager of No. 2 BOF, testified that the Company brought in a "class" of ten new general utilitymen at the time grievant entered the sequence. Although employees were allowed to submit a "pick," that did not necessarily guarantee that they would work in the area they chose. Hansotte said the Company wanted a distribution of utilitymen throughout the sequence and that the class of ten was to be divided on a 3-3-2-2 basis. Hansotte said that all of the ten new utilitymen did not get their first preference.

Grievant began training in the withdrawal sequence. About a year later, and prior to the time that he completed his training, the Company moved him to the caster branch of the sequence. It was that move that prompted this grievance. The Union does not claim that grievant should be limited to work in the branch he picked. It acknowledges that one purpose of the Mutual Agreement was to give the Company flexibility in filling temporary vacancies. However, the Union says that the Company had no right to move grievant out of the withdrawal branch until he had

completed his training in that branch. The Union says this interpretation of the Mutual Agreement is the only one that makes any sense because it is the only one that gives an employee like grievant any job security in the sequence.

The Union says the agreement was intended to provide training and to allow the Company to fill future vacancies without the traditional constraints that attend the seniority structure of the plant. The agreement allowed the Company to avoid any dependence on applicants. However, it says the Company has distorted this purpose and turned the general utilitymen into a captive stable of applicants. The Union points out that the Company always had utilitymen, but that it did not have enough. Thus, it wanted to create a "superclass" of worker - the general utilityman. The idea was to train them so that they would be fully qualified in one branch and then allow them to work elsewhere in the sequence.

The Union points to paragraph 6 of the Mutual Agreement, quoted above. Under that provision, employees who are unable to promote to the top level of the "picked" branch will be demoted from the sequence. The only way a general utilityman can establish security in the sequence and avoid demotion out of the sequence, the Union says, is to complete the training in the picked branch. That means, the Union says, that employees must be able to complete the training in their branch before they can be moved elsewhere. In addition, the Union points to paragraph 9 as a "poison pill," designed to discourage employees from moving

from one branch to another. If a general utilityman does so and then fails to complete the training, he is demoted out of the sequence. The Union says this was the quid pro quo the Company got in exchange for its agreement to train the employee. They were encouraged not to leave their branch because of the risk of demotion.

The Company relies on two arguments. First, it notes that nothing in the Mutual Agreement says that an employee must complete his training in the picked branch before the Company can move him elsewhere. Indeed, one purpose of the Mutual Agreement was to facilitate the Company's need to fill temporary vacancies. The employees in the sequence are operator-repairmen and their training is more involved than one would ordinarily see for an operations employee. This agreement allowed the Company to move people from branch to branch as needed, without having to depend on applicants. Equally important, the Company says that paragraph 10 of the agreement authorizes exactly the action it took in this case. Thus, it says that general utilitymen will be trained "as needed" and that they will then be assigned duties commensurate with that training. That, the Company says, is what happened here. The Company needed help in the caster branch, so it assigned grievant to that area and gave him the training he would need to accomplish the work.

Discussion and Findings

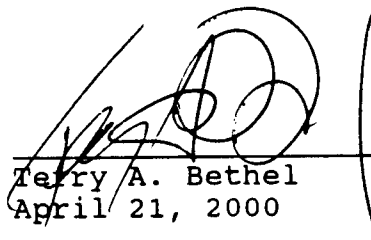
It may be, as the Union claims, that the completion of training in the picked branch would assure a general utilityman of job security within the sequence. However, as the Company points out, it is not necessarily true that a general utilityman who completes the training in a particular branch will step into any subsequent permanent vacancy in that branch. Paragraph 3 of the agreement says that sequentially established employees within the branch and then those from other branches will have preference. It could be, then, that a general utilityman's opportunity to establish standing in one of the branches will occur in a branch for which he has not been trained. In that situation, paragraph 9 might mean that the employee would be demoted out of the sequence. The completion of training in the picked branch, then, would not have provided much security for an *employee who wanted to progress from the general utilityman occupation.*

In this case, I need not resolve the consequences of bidding and the resultant obligation to progress. Even if it is desirable to establish a system like the one advanced by the Union at the hearing, I find nothing in this Mutual Agreement that does so. The Union has not claimed in this case that grievant's training in his picked branch had to be completed at any particular time. It merely says that he cannot be moved from that branch until it is completed. But nothing in the agreement compels that result, no matter how desirable it might have been

to do so. No provision of the agreement compels the Company to keep an employee working in his picked branch until training is complete. To the contrary, paragraph 10 says that the Company can assign general utilitymen among the branches "as needed." I cannot ignore this language. Nor do I have the freedom to fashion an agreement for these parties. My task is to interpret the language and I cannot find support in its terms for the Union's interpretation. Moreover, the Company's interpretation is consistent with the desires expressed in the preamble and with the purpose expressed at the hearing of facilitating filling temporary vacancies. Therefore, I must deny the grievance.

AWARD

The grievance is denied.



Terry A. Bethel
April 21, 2000