

INLAND STEEL COMPANY
Indiana Harbor Works

and

UNITED STEELWORKERS OF AMERICA
Local Union 1010

Grievance No. 15-E-12
Docket No. IH-21-21-5/9/56
Arbitration No. 179

Opinion and Award

Appearances:

For the Company:

W.L. Ryan, Assistant Superintendent, Labor Relations Department
L.E. Davidson, Assistant Superintendent, Labor Relations
Department

For the Union:

Cecil Clifton, International Staff Representative
Fred Gardner, Chairman, Grievance Committee
Joseph Wolanin, Assistant to International Representative
Alberto Garza, Secretary, Grievance Committee

Seven employees identified in the grievance notice were shown on a promotional sequence listing posted on January 27, 1956 as having established sequential length of service in the Shipping Sequence of the 44" Hot Strip Department. They were named on this list by reason of having worked thirty turns each on "extended operations". In the grievance notice of March 29, 1956 filed by the Union, in which no individual grievants were named, it was charged that the Company violated the 1954 Agreement when it gave "sequential seniority on a permanent basis" to the named individuals "who are working fill-in turns for other employees and/or extended operations." In effect, a correction of the listing is requested by way of relief.

This case falls squarely within the interpretations made in Arbitration No. 167 and Arbitration No. 178. The grievance is remanded to the parties for such action as may be appropriate in the light of those opinions and awards, and in keeping with the understanding noted in Arbitration No. 167 that employees in permanent positions in a sequence shall not lose their positions, even though they acquired their sequential standing originally by virtue of extended operations turns.

There is no better way of putting some orderliness into the confused situation which has resulted from the Company's previous inconsistent practices and from the interpretation made in the award in Arbitration No. 167 than by having the parties jointly agree on procedures and rules to apply during this transitional period. They have the same interest in not doing violence or injustice to employees who believe they have acquired sequential standing and have accordingly been given permanent positions in their sequence. The application of the principles of the contract, in keeping with the interpretation of the Permanent Arbitrator, is peculiarly within the province of the parties. They are in the ideal position to make the necessary

adjustments or to agree that in certain situations no adjustment or change needs to be made. Their interests in this regard are not in conflict, and they must meet the responsibility of determining specifically how the contract provision as interpreted should be applied.

AWARD

The grievance is remanded to the parties for discussion and resolution in the light of the interpretations in Arbitration No. 167 and Arbitration No. 178. The parties are to report to the undersigned and the Permanent Arbitrator what success they experience in the resolution of this dispute on or before August 16, 1957. In the meantime, jurisdiction is retained.

Peter Seitz,
Assistant Permanent Arbitrator

Dated: July 19, 1957