

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
Local Union No. 1010

D
9/16/57

)
) Grievance No. 15-E-22
) Docket No. IH-38-38-7/3/56
) Arbitration No. 189
) Opinion and Award

Appearances:

For the Company:

W. L. Ryan, Assistant Superintendent, Labor Relations
L. E. Davidson, Assistant Superintendent,
Labor Relations
W. A. Dillon, Divisional Supervisor, Labor Relations

For the Union:

Cecil Clifton, International Staff Representative
Fred A. Gardner, Chairman, Grievance Committee
Joseph Wolanin, Secretary, Grievance Committee

This case involves a contest between W. Goddard, the grievant, and U. Delph for Crane Operator, a job in a single job sequence in the 44" Hot Strip Mill. Goddard objects to the "promotion" of Delph to the job when another employee, Rokichi, quit. He also objects to the failure of the Company to post notices for bids "for permanent opening on this job." He seeks reimbursement "for all monies lost due to improper promotion."

The relevant facts and the sequence of events are as follows: On November 25, 1955 the Company posted notice of a vacancy in the single job Crane sequence stated to have been caused by "extended operations." Goddard, with established sequential standing in the Shipping sequence and scheduled for work there, did not bid. Delph, his junior in departmental seniority, submitted a bid which was successful, and thereafter from time to time he was assigned to turns in the Crane sequence.

On April 24, 1956, Rokichi, a Craneman in this Mill, quit his job causing a vacancy. In the week prior to the quit Delph had been working as a Crane Operator not having been challenged in that job. In the first week following the quit, Goddard was in the labor pool. Again, on April 24, 1956 the Company posted a notice of vacancy in the Crane sequence. The "Reason for Vacancy" as stated in the notice was "extended operations." Goddard, again, did not bid for the job. Delph continued to work as Craneman. Goddard filed his grievance on May 15, 1956 objecting to the "promotion" of Delph.

The theory of the Union is that the job opening, following the quit, constituted a permanent vacancy requiring posting as provided in Marginal Paragraphs 104, 105 and 106 and that Delph's right to the job vis-à-vis Goddard is based only on fill-ins of temporary vacancies on extended operations which entitle him to no sequential standing.

The Company argues that Delph was established in the sequence at the time Rokichi quit; that he was unchallenged therein; that Goddard with greater departmental seniority could only have challenged him if he were, at the time, in the labor pool and subject to being laid off (Marginal Paragraph 100); that Goddard does not meet the qualifications and standards of Marginal Paragraph 100; and that in fact he had standing in the multi-job Shipping sequence and under Paragraph 99 is not entitled to hold continuous length of service standing in more than one sequence at one time. The Company also points out that even if its posting of the job had been otherwise and Goddard had bid, there is no assurance that he would have been entitled to the job because, although he has greater departmental seniority than Delph, there were others in the department eligible to bid to whom he was junior in length of service.

The issue in this case narrows down to the question whether Goddard's failure to bid on a vacancy following Rokichi's quit, the cause for which the Company stated was extended operations, gives him rights to the job paramount to Delph who established himself by fill-in turns on extended operations.

Goddard, according to the Union, did not bid in April of 1956 because he interpreted an extended operations vacancy to be a temporary one, which it was, in this Department, until 1955, according to the record. The Union does not state directly but implies, in its argument, that had Goddard known that there was a quit involved, he would have bid and would have been successful therein.

The fact nevertheless is that Goddard elected not to bid. Another employee, Kindred, did bid and was awarded the vacancy. Delph did not bid because apparently he considered himself in keeping with the Company's theory, as established on the job, and he was treated accordingly. Goddard, having decided not to bid, still chose to file a grievance claiming the right to Delph's job. Precisely why he does not claim Kindred's job is not clear, since Kindred was the one who bid for and was awarded the vacancy when Rokichi quit.

The Company claims that this case differs from Arbitration No. 167 in that Delph was established in the sequence and in the job at the time of the quit; he was not moved up from the labor pool in preference to another with greater departmental seniority. Delph could have established himself in the sequence or acquired rights therein, as the

Company expresses it, only on the basis of either of the two grounds set forth in the award in Arbitration No. 167.

In that award there were two rulings. It was held that extended operations constitute fill-in turns and do not result in the acquisition of sequential standing after 30 turns. It was also noted, however, and ruled accordingly, that the Union conceded that it was essential that the employees who had established sequential length of service by working 30 turns on extended operations should not be expected to be disturbed.

Delph worked in the job on extended operations from November 1955 to April 1956 when Rokichi quit, and while the record does not show specifically that he worked on this job for 30 turns or more, it is reasonable to assume that in this period of six months, he was on at least 30 turns as Crane Operator, and is therefore entitled to the protection provided in Arbitration No. 167.

Furthermore, it is properly pointed out by the Company that Delph, however he got the job, was, in April, 1956, in a single job promotional sequence, and, under Article VII Section 5 (Marginal Paragraph 100) may "not be displaced by employees in the labor pool having longer continuous length of service, unless there are employees in the labor pool with longer length of service in the department who are subject to being laid off." There was no showing here that Goddard qualified under this provision.

AWARD

The grievance is denied.

Peter Seitz,
Assistant Permanent Arbitrator

Approved:

David L. Cole,
Permanent Arbitrator

Dated: September 16, 1957