

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
Local Union 1010

Grievance No. 16-F-83
Docket No. IH-200-195-7/29/57
Arbitration No. 234

Opinion and Award

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations
L. E. Davidson, Assistant Superintendent, Labor Relations
M. S. Riffle, Divisional Supervisor, Labor Relations
R. L. Williams, General Foreman, Mechanical Division, Cold Strip Dept.

For the Union:

Cecil Clifton, International Representative
J. Wolanin, Acting Chairman, Grievance Committee
J. Sargent, Grievance Committee

This is a companion case to Grievance 16-F-26, the award in which is being issued simultaneously with this award. The issues are practically identical, and the evidence in both was, by stipulation of the parties, applicable to both cases.

Like the other case, this involves the job preference rights of older employees in the Mechanical Sequence in the Cold Strip Department, and whether such rights are protected by Article XIV, Section 5, the local conditions and practice provision of the Agreement. The general comments and holdings of the other award apply equally to this case and need not be repeated.

The grievant, Charles Huff, is a 1st Class Millwright in the Cold Strip Department. He has been on a shift job and has requested assignment to a day job. On April 15, 1957, E. Zyla, a 1st Class Millwright with less service than grievant, was assigned to the Bearing Machinist Group, a steady day job. The grievance, filed on May 2, 1957, alleges that grievant had been promised a day job and that it was denied to him due to discrimination because of Union activity. At the hearing the theory of the grievance was that there was a breach of a promise and a violation of the past practice provision of the Agreement.

The discrimination charge is utterly without support. Article III, Section 2, cited in the grievance, forbids discrimination against any employee because of membership in the Union. The Millwright who was assigned the Bearing Machinist Group job is also a Union member. Article IV, Section 1, also cited, declares that the Company shall not discriminate against employees because of membership or legitimate activity on behalf of the Union. It is far-fetched to contend that Huff, who is not an officer of the Union, was denied his rights by reason of Union activity.

The contrary appears to be true. Unusual consideration in personal matters appears to have been shown to Huff in the past few years by the very supervisor who is now accused of violating a promise to him. The evidence offered reveals that some constructive criticism was offered grievant when he inquired why he had not been given the day job, but it had to do with his personal attitude or conduct in dealing with supervision, and was not in any sense connected with the Union. Moreover, he has from time to time filled temporary vacancies as Leader, which is certainly not indicative of any Company desire to discriminate against him.

It was agreed that Huff has repeatedly requested a steady day job, but he has always sought such a job in the Bull Gang of the Cold Strip Department. The job assigned the junior, Zyla, was in the Bearing Machinist Group.

The alleged local condition or practice assuring senior employees the right to exercise job preference rights is not one giving employees an unqualified right by any means. 1st Class Millwrights with longer service than grievant are still on shift jobs although they have asked for day jobs, and Millwrights with less service than grievant have a number of times been given day jobs while grievant and even older employees have been waiting for a chance to get such jobs. On some occasions employees newly promoted into the 1st Class Millwright occupation have been given such jobs in preference to older Millwrights with requests on file.

As a Union witness testified, "on the whole" the Company has honored such requests but it has not done so when it believed the given employee lacked some necessary ability or when some junior employee had what the Company conceived to be a better ability to meet the needs of the job, or when the Company had other than capricious reasons for selecting someone with shorter length of service. In this instance the Company withheld this assignment from grievant because it regarded the day job assignment as a training opportunity for a possible supervisory promotion, since it includes, much more than shift jobs, building, replacement and all-around work, and grievant had unfortunately engaged in certain practices and displayed certain personal traits and attitudes which Management thought he should alter or correct before he could be given consideration for possible promotion into supervision. In the meanwhile, he is being continued as a 1st Class Millwright on shift work, with occasional temporary assignments as Leader.

The grievance also refers to Article VII, Section 6 (a). This section deals with promotions, and the seniority rights in connection therewith. The job assignment in question was not a promotion but only an assignment within an occupation, and the cited section of the Agreement has no relevancy to such a move.

For these reasons, and in line with the thoughts expressed in the award in Grievance 16-F-26, the grievance cannot be sustained.

AWARD

The grievance is denied.

Dated: February 10, 1958

David L. Cole
Permanent Arbitrator