

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA  
Local Union 1010

Grievance No. 16-F-107  
Docket No. IH-222-217-10/9/57  
Arbitration No. 246

Opinion and Award

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations  
J. Borbely, Divisional Supervisor, Labor Relations  
R. L. Williams, General Foreman, Mechanical Division,  
Cold Strip Department

For the Union:

Cecil Clifton, International Staff Representative  
F. Gardner, Chairman, W.R.&I. Review  
J. Wolanin, Acting Chairman, Grievance Committee  
J. Sargent, Grievance Committee

The issue in this case is similar to those discussed in the two cases immediately preceding. The issue is whether the Company violated Article VI, Section 8 in not providing a replacement for M. Setzer, a Welder, usually assigned to the day turn in the Cold Strip Mill, when he was directed on three days to fill in for a Welder on the 12-8 turn who was on vacation. The Union requests, in this case, "pay for available welder in accordance with Seniority standing for 15th, 16th, 17th June 1957, 8/4 turn."

The Union cites Article VII, Section 6, which deals with the methods of filling temporary and permanent vacancies by promotion, and with stepbacks. It also refers to Article VI, Section 8, upon which its right rests to have this vacancy filled, if there is such a right under the facts of the case.

Article VI, Section 8 has been quoted in the two preceding awards and need not be repeated. The Company is required to observe a policy of scheduling forces adequate to perform the work to be done. The Company is also directed to replace a scheduled employee who is absent for any reason in a certain manner unless the work can be modified so that it will be within the capacity of the short crew.

This dispute turns on the question of whether the Company scheduled an adequate Welder force in the Cold Strip Mill on the days in question.

The work of these Welders is of two kinds: (1) to handle breakdowns; (2) to weld worn spindles and equipment, fabricate replacement parts, and do miscellaneous welding work. While it is necessary to have welding services available constantly to avoid or minimize down time of machines in case of breakdown, work of this kind actually averages only about

one hour in each 24. It has been the practice of the Company to have a Welder on duty at all times, but since, out of a total of 10 Welders, seven are assigned to the day turn it has not found it necessary to replace individuals who are off or absent on the day turns.

It is not disputed that a number of so-called backlog or preparatory tasks can easily be postponed when the available Welders have more pressing duties to perform, and that this is what was done June 15 - 17, 1957 when Setzer was temporarily assigned to the 12-8 turn to fill in for the Welder who was on vacation. This was done on other occasions as well, Setzer being regarded as a "swing" man. In fact, at one time he filed a grievance protesting this, but accepted the Company's denial of his grievance.

The three days involved were Saturday, Sunday, and Monday. It happened that some of the major machines and equipment in the Mill were down for 48 hours, so that there was more than the usual amount of time in which to do maintenance work without interfering with production.

It is also significant that, although the Union requests pay for the available senior Welder, there was no unassigned Welder available at the time in this sequence, and the granting of the Union's request would result in overtime pay because some Welder who was at work would have had to be held over.

In any event, on the facts presented it cannot be found that the Company did not schedule a Welder force adequate to perform the work to be done on the day turns, June 15-17, 1957.

AWARD

This grievance is denied.

Dated: March 25, 1958

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David L. Cole  
Permanent Arbitrator