

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
Local Union 1010

Grievance No. 16-F-108
Docket No. IH-226-221-10/9/57
Arbitration No. 247

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

This is another in the series of cases in which the Union complains that a temporary vacancy was not filled in accordance with the provisions of Article VI, Section 8 and Article VII, Section 6. In this instance a Welder, A. Fricke, who had been scheduled to work on the 4-12 turn in the No. 2 side of the Cold Strip Mill, was absent because of death in the family from June 15 to June 17, 1957. He was not replaced, Management insisting that it simply modified the work so that it was within the capacity of the short crew, in keeping with its right to do so under Article VI, Section 8. The Union disputes this, pointing out that a Welder scheduled to work on the No. 1 side had to be sent repeatedly into the No. 2 side to perform work which would normally have been done by the absent employee.

In the main, the Company's position is the same as in this entire series of cases: that backlog or preparatory work was postponed during the absence and that the work thus modified was definitely within the capacity of the crew that had become short by reason of Fricke's absence.

Involved is the situation in which the Company had scheduled a Welder to work in the No. 2 side of the Mill. Another Welder was assigned to the No. 1 side. One of the two main functions of the Maintenance Welder is to be available to take care of breakdowns; otherwise, production could be seriously affected. It is for this reason that at least one Welder is always assigned; this is in the nature of stand-by service for emergency purposes.

The Company contends that it had another Welder on duty during the 4-12 turn on the three days in question, and therefore by restricting or postponing the backlog type of work was modifying the work so that the one Welder on duty was capable of handling it. On the 12-8 turn it customarily

has only one Welder assigned and apparently when he is absent the Company considers itself obligated to fill the vacancy in line with the provisions of Section 8 of Article VI. It believes, therefore, that when it extended this practice for the three days to the 4-12 turn it was in compliance with the Agreement.

In the several grievances on this subject involving absences on the day turn, when two or more qualified employees have been present and on duty, the Company's position has invariably been sustained under the facts established by the evidence.

Here, however, the Company has seen fit to assign one Welder to the No. 1 side and one to the No. 2 side on the 4-12 turn, thus indicating that the machinery and equipment operated on each side warrant at least one Welder on duty for the protection of operations. Some of the equipment was down for all or part of these three days, but important pieces of equipment were in operation for a good part of this time. It is difficult to consider no crew as a short crew. On the No. 2 side, on Saturday, Sunday and Monday, June 15-17, there were no Welders assigned because the only one scheduled was absent. The work was undoubtedly modified in the sense that preparatory or backlog work was not done. Still, the breakdown work that could not be postponed had to be done, and the emergency stand-by arrangement requiring at least one qualified employee on duty could not be avoided. This is not theoretical, for the evidence showed that a Welder had to be sent in repeatedly from the No. 1 side to work on equipment in the No. 2 side during Fricke's absence. The man sent in was twice called back to his own work area to do essential work there before he could complete the work he was doing in the No. 2 side because of Fricke's absence, and he later returned to complete that work.

Work areas had been established by Management for the 4-12 turn, and assignments have been made accordingly. The Cold Strip Mill is over 3000 feet long by 200 to 400 feet wide, and in operation are a great many large and important items of machinery and equipment. It is for this reason that, except on the 12-8 turn, Management assigns employees separately to the No. 1 and the No. 2 side. When an employee is sent in from another work area to perform work which the absent Welder would have done, this does not represent the kind of modification of the work contemplated by Article VI, Section 8 to relieve the Company of its obligation to call in or hold over an employee to fill the temporarily vacated position.

Read together with the other awards in this series, it must be evident that I am not holding that the Union has the right to insist on any specific size of crew, and, indeed, the Union has not so contended. This is a simple finding on the facts that the Company did not in this instance so modify the work to be done as to bring it within the framework of the concluding clause of Article VI, Section 8.

The relief requested by the Union is for "pay for the available employee in accordance with his seniority standing." This means that the

senior available Welder should have been called in, and if not available the senior Welder should have been offered the opportunity to be held over.

AWARD

This grievance is granted.

Dated: March 25, 1958

David L. Cole
Permanent Arbitrator