

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
Local Union 1010

Grievance No. 16-F-109
Docket No. IH-227-222-10/9/57
Arbitration No. 248

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

In this grievance the Union charges a violation of Article VI, Section 8 when the Company did not fill the temporary vacancy caused by the absence of a Welder, Monteleone, on the 8-4 turns on June 14 and June 16, 1957. He had been scheduled to work in the No. 2 side of the Cold Strip Mill, but because another Welder who usually worked in the No. 1 side had been temporarily assigned to fill in on the 12-8 turn for a Welder away on vacation, Monteleone was sent to the No. 1 side and worked there for the two days in question. While he was there, Stafford, another Welder, continued to work in the No. 2 side.

The Company argues that Monteleone was not absent, simply having been reassigned. The Union maintains that the expression "absent from a scheduled turn for any reason," which is used in Article VI, Section 8, covers this situation. I agree with the Union, but this by no means disposes of the dispute.

The underlying question still remains: Was the work to be accomplished by or assigned to the short crew modified so that it was within the capacity of the short crew? This question is raised directly by the provisions of the Agreement, and the Company insists that it must be answered in the affirmative.

The Company offered evidence showing that its operating schedule of June 13th called for the Coil Pickler and Tandem Machines to be down until Monday, June 17th, and that it was consequently easy for it to modify the amount and kind of work to be done by the Welders, so that one in each side would readily be able to do the work to be accomplished.

Having two Welders thus assigned, the Company was able to have all emergency situations covered, and the postponement of fabricating and backlog work resulted in the type of work modification which excused the Company from calling in or holding over some other Welder, under the governing contract provision.

AWARD

This grievance is denied.

Dated: March 25, 1958

David L. Cole
Permanent Arbitrator