

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA  
Local Union No. 1010

)  
) Grievance No. 12-F-135  
) Docket No. IH 353-344-6/21/58  
) Arbitration No. 319  
)  
) Opinion and Award

Appearances:

For the Union:

Cecil Clifton, International Representative  
Fred Gardner, Chairman, Grievance Committee  
A. Garza, Vice-Chairman, Grievance Committee  
Joseph Wolanin, Secretary, Grievance Committee  
J. Sowa, Grievance Committeeman

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations  
J. Borbely, Divisional Supervisor, Labor Relations

This case is a companion to Grievance No. 11-F-37, Docket No. IH 365-356-5/18/58, Arbitration No. 318. The grievants here, as in the cited case, are employees in a sequence who claim that a temporary vacancy occasioned by the absence of R. Kessler, a Continuous Line Operator in the Galvanize Department, should have been filled by resort to the sequence seniority lists rather than assignment of men "on the turn".

The facts as stated in the Company's Statement are not in dispute. On February 12, 1958 Kessler informed the Company that he was entering a hospital for check-up and thought that he would be reporting for work in about three days. When he did not report for work as scheduled the week of February 16, 1958, the department telephoned his home and was advised that he was having trouble in subjecting himself to examination because of scarcity of hospital facilities. Although under the care of a physician since leaving work he did not enter a hospital until March 9, 1958. He reported for work on March 24, 1958. During the period February 13 - March 24, 1958, although in contact with Kessler or his wife, the Company was unable to procure any definite information as to the probable duration of Kessler's absence. The grievance relates to the fact that the Company filled the vacancy caused by his absence by men on the turn rather than the senior men in the sequence on the twenty second and subsequent days of Kessler's absence.

The interpretation of Article VII, Section 6 of the Agreement on which this case turns is discussed at length in Arbitration No. 318. What has been said there is equally applicable to this case.

AWARD

The grievance is denied.

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Peter Seitz,  
Assistant Permanent Arbitrator

Approved:

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David L. Cole,  
Permanent Arbitrator

Dated: April 29, 1959