

INLAND STEEL COMPANY

-and-

UNITED STEEL WORKERS
OF AMERICA
Local Union 1010
- - - - -

ARBITRATION AWARD No. 360

Appeal No. 42

Grievance No. 20-F-42

PETER M. KELLIHER
Arbitrator

APPEARANCES:

FOR THE COMPANY:

MR. R. J. STANTON, Assistant Superintendent, Labor
Relations Department
MR. W. E. DILLON, Assistant Superintendent, Labor
Relations Department
MR. J. J. MATUSEK, Assistant Superintendent, Mechanical
Department
MR. ARNOLD ANDERSON, Divisional Supervisor, Labor Relations
Department

FOR THE UNION:

MR. CECIL CLIFTON, International Staff Representative
MR. J. WOLANIN, Acting Secretary, Grievance Committee
MR. J. BALANOFF, Grievance Committeeman
MR. G. CHIGAS, Steward

THE ISSUE

The grievance reads:

"Job notice for a Welder in Cold Strip 1 and 2 was improperly posted."

Relief sought:

"That all job openings be posted properly and in accordance with provisions of the Contract."

DISCUSSION AND DECISION

The Union alleges that there is a past practice where Welder vacancies are posted but not filled in other departments that they are then posted in the Weld Department and filled in accordance with seniority. The Company disputes the existence of such a practice.

Although the Union has not sustained its burden of proof to show the existence of such a procedure by clear and specific evidence, even if it were to be assumed *arguendo* that such a practice did exist, it would not be "consistent with this agreement" as provided under Article XIV, Section 5.

A careful reading of Article VII, - "Seniority" in its entirety fails to disclose any language that would support the claim of a right to be transferred to another department based upon seniority standing in one's own department. The Grievant did not have seniority in the Cold Strip Departments.

Article VII, Section 13 entitled "Transfers" rejects such a concept. It conditions the employee's request to transfer

upon the Company's acceptance by the employment of the phrase - "if transferred". There is no language that provides that his seniority standing in his "own" department is to be a relevant consideration. If an employee had a right by virtue of his seniority in his "own" department to transfer, then it would be in conflict with the Company's expressed right to determine whether it would accept the employee's request. This matter is of such importance that if the Parties had intended that the "bridge" between separate seniority units was to be traversed by seniority instead of by transfer they would have incorporated at least some language expressing such an intention. Certainly Article VII, Section 10 does not do this. The only posting requirement is contained in Article VII, (a) (2). It clearly limits the posting to "the Bulletin Board in the department involved". (Emphasis added)

Reference is made only to employees "in such department" applying. Clearly, if the Parties intended a further procedure that would subsequently require posting in other departments with the right of such employees to then apply this would have been spelled out.

While not required to do so, it certainly is a desirable procedure to continue giving notice to employees in the Weld Department of opportunities for transfer.

AWARD

The grievance is denied.

(signed) Peter M. Kelliher
PETER M. KELLIHER

Dated at Chicago, Illinois
this 19th day of August, 1960