

In the Matter of Arbitration Between:

ARBITRATION AWARD NO. 415

THE INLAND STEEL COMPANY  
- and the -  
UNITED STEELWORKERS OF AMERICA,  
Local Union 1010

Grievance No. 7-F-74  
Appeal No. 232

PETER M. KELLIHER  
Impartial Arbitrator

APPEARANCES:

For the Company:

W. A. Dillon, Asst. Superintendent, Labor Relations Dept.  
R. J. Stanton, Asst. Superintendent, Labor Relations Dept.  
H. S. Onoda, Labor Relations Representative, Labor Relations Dept.  
M. S. Riffle, Divisional Supervisor, Labor Relations Dept.  
V. E. Hansell, General Foreman, Plant No. 2 Mills, Electrical

For the Union:

Cecil Clifton, International Representative  
Chester Szymanski, Grievance Committeeman  
Stanley Antanavich, Aggrieved  
A. Garza, Secretary, Grievance Committee  
Peter Calacci, International Representative

STATEMENT

Pursuant to notice, a hearing was held in Gary, Indiana, on  
April 13, 1961.

THE ISSUE

The grievance reads:

"Aggrieved employee, Stanley Antanovich, #11481,  
alleges that he is entitled to promote to the job of  
Electrical Leader ahead of W. Richards, #11459.  
Aggrieved further alleges that he has sequential  
standing over W. Richards and was denied promotion  
to the job of Electrical Leader to fill a vacancy  
due to a vacation and cites the Company for  
violation of Article VII, Section 6.

Aggrieved employee requests to be promoted to jobs he is entitled to by virtue of his sequential standing ahead of W. Richards. Aggrieved further requests retroactive pay for all moneys lost."

### DISCUSSION AND DECISION

Under Article VII, Section 6(a), it is provided that "vacancies due to vacations may be filled in accordance with sequential standing where the Superintendent of the Department and the Grievance Committeeman so agreed". Such an agreement was entered into and made "applicable to all sequences in the \*\*\* Plant No. 2 Mills Area Department". (Co. X B). The "Electrical" sequence was expressly included.

The issue here presented does not relate to the filling of a supervisory vacancy--but only to the temporary filling of a bargaining unit job.

There can be no question that here a vacancy did exist due to a vacation. The Parties in writing the above quoted provision were not concerned with vacations as such, but only the resulting vacancies which provided work opportunities for employees in bargaining unit jobs. Vacations are dealt with in a separate article in this contract. The relevant provision makes a distribution of these openings or vacancies between employees on the turn and those with the highest sequential standing based upon the duration of the vacancy and the condition giving rise to it under certain circumstances. The language here interpreted is set forth in the seniority article. Seniority essentially is a relative right of preference. The Grievance Committeeman here certainly had an express right to enter into an agreement as to how seniority rights were to be made applicable in filling bargaining unit positions. The preamble to the seniority article shows a recognition that "promotional opportunity\*\*\*should merit consideration in proportion to length of continuous service". Section 1 then provides that "employees within the Bargaining Unit should be given consideration in respect to promotional opportunity for positions not excluded from said unit\*\*\*in accordance with their seniority status relative to one another".

The position here involved to which the Grievant sought a temporary promotion was not "excluded". To give effect to the overall intent and purpose of this article, the specific exception set forth in Section 6 must be strictly construed. The vacancy was in a bargaining unit position. It constituted a promotion. The reason for the vacancy was due to a vacation. The incident of the vacancy is the paramount consideration. The record shows that a total of approximately ten weeks may be involved annually due to these vacations

of supervisory employees and the filling of positions left vacant by their replacements. It would be contrary to the clear intent and purpose of the seniority article to grant this considerable amount of higher rated work to employees with lesser sequential seniority in the absence of clear and precise language.

The phrase "due to vacations" does not exclude the vacations of Foremen viewed solely as a causal factor either expressly or impliedly as those words are used in both the basic contract and the specific agreement. The Arbitrator is unable to find that giving the words their literal meaning that the provision is ambiguous. In passing, however, it must be observed that no consistent past practice for the sequences covered by this specific agreement was shown.

AWARD

The grievance is sustained.



Peter M. Kelliher

Dated at Chicago, Illinois

this 3 day of July 1961.