

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
Local Union 1010

Grievance No.

Appeal No.

Arbitration No.

14-F-145

159

418

14-F-146

160

419

Opinion and Award

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations
R. J. Peterson, Assistant Superintendent, No. 3 Blooming Mill
P. Rozina, Foreman (Crane Repair),
No. 3 Blooming Mill and No. 4 Slabbing Mill
G. A. Jones, Supervisor, Industrial Engineering
H. S. Onoda, Labor Relations Representative, Labor Relations
T. F. Tikalsky, Divisional Supervisor, Labor Relations

For the Union:

Cecil Clifton, International Staff Representative
Al Garza, Secretary, Grievance Committee
John Sopko, Grievance Committeeman
Peter Andrus, Aggrieved

The two grievances listed above are similar, were treated alike in the grievance procedure, and were presented as companion cases in arbitration. This opinion and award is equally applicable to both.

The issue is whether the Company violated the seniority provisions of the agreement, as set forth in Article VII, by having Welders in the No. 3 Blooming Mill perform welding work in the No. 4 Slabbing Mill on the 3-11 turn on January 29, 1959 and the 11-7 turn on January 30.

Contrary to testimony of the Union, on both occasions the Company had scheduled the regular Welder. He needed help because on January 29 the ram barrel on No. 25 Pit Crane had split. Two Welders from the Weld Shop were sent over at 4 p.m. When it appeared that the repair work could not be completed by 11 p.m., additional help was requested from the Weld Shop, but no Welders being available there, one was procured at 9:30 p.m. from the No. 3 Blooming Mill. This Welder was Santino, and he worked until 11 p.m. and then, along with the two Weld Shop Welders and the 11-7 No. 4 Slabbing Mill Welder, from 11 p.m. to 7 a.m. on January 30 when the repair was completed.

The grievances claimed that on both turns in question the Company violated the seniority provisions by using Santino. At the hearing, as the facts were cleared, the Union conceded the Company was entirely reasonable in the course it followed on the 3-11 turn on January 29, but that since Santino was held over for the full turn of 11-7 this constituted a violation as stated.

The Union's view in general is that the work and job opportunities in each sequence and department are primarily for employees in the sequence and department, and that if the Company may freely transfer employees across such lines it may seriously impair employees' seniority rights. The Union refers to Article VII, Section 6 as support for its position that temporary vacancies should be filled in this manner.

This Section (Paragraph 146), however, protects only employees on the turn in case a temporary vacancy must be filled. Here there was no qualified Welder on the turn who was not already at work.

By the type of test set forth in Arbitration No. 260, the Company's right to assign Welders from the No. 3 Blooming Mill to assist in completing the repair job in No. 4 Slabbing Mill cannot be seriously questioned. In doing so, under the facts of this situation, the Company acted reasonably, with no improper motives, without doing any harm to the right of the Welders in either department, and in keeping with plant practice. The job description of the Welders in No. 3 Blooming Mill stipulates that such an employee:

"On occasion performs emergency welding work in the Strip Mills maintenance division"

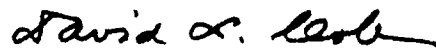
The testimony, furthermore, was that it has been common practice for Welders from the 76" Mill to be transferred temporarily to the No. 4 Slabbing Mills to assist the Welders regularly assigned there, particularly when there are not sufficient Welders available for this purpose in the Weld Shop.

My ruling is not inconsistent with that in Arbitration No. 247. Under the specific facts of that case, the finding simply was that in scheduling no Welder to the No. 2 side of the Cold Strip Mill the Company had not complied with the provisions of Article VI, Section 8. The facts, however, are easily distinguishable from those in the instant case.

AWARD

This grievance is denied.

Dated: September 27, 1961



David L. Cole
Permanent Arbitrator