INLAND STEEL COMPANY	Grievance No.	Appeal No.	Arbitration No.
and	5-G-6	245	430
UNITED STEELWORKERS OF AMERICA Local Union 1010	5-G-5	246	

Opinion and Award

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations Department
R. J. Stanton, Assistant Superintendent, Labor Relations Department
L. R. Mitchell, Divisional Supervisor, Labor Relations
H. S. Onoda, Labor Relations Representative
L. E. Kraay, Superintendent, No. 2 Open Hearth

For the Union:

Cecil Clifton, International Representative
Al Garza, Secretary, Grievance Committee
Leo Hernandez, Griever
Armando Mendoza, Witness
J. Cid, Witness
A. Davila, Witness

These two grievances present questions concerning the manner in which employees are to be listed on the seniority list of the Floor Sequence in the No. 2 Open Hearth Department, and the correct sequence dates for such employees. In Grievance 5-G-6 the grievant complains that he was improperly demoted to the Labor Gang while a younger Third Helper was retained as such. In 5-G-5 the grievance is that 17 Floor Sequence applicants were, with one exception, improperly promoted to this sequence on December 13, 1959 and given erroneous sequential dates.

While the facts were quite involved as this case was presented, the issue between the parties is clear. In essence, the questinn relates to the filling of permanent vacancies in the sequence in a continuous operations department. The Company filled them from a list of applicants, pursuant to Paragraph 149 (Article VII, Section 6), and after they had worked 30 turns gave them their sequence dates as provided in Paragraph 140 (Article VII, Section 4), namely the date on which they worked their first turns. Before these employees had completed their 30 turns, however, employees with greater departmental seniority applied for the jobs and the Union contends that the more junior employees had not yet acquired sequential standing and should have given way to these senior employees.

The Company conceded that there were certain errors on the seniority lists of December 31, 1959 and February 1, 1960 which were corrected on the April 17, 1960 seniority list. It maintains that the list as thus corrected was determined in accordance with Article VII, Section 4, and Article VII, Section 6, and calls for no further revision.

The Union complains that the Company has changed its practice. This Floor Sequence for a period of several years had 277 employees, enough to cover the operation of 22.5 furnaces. When the Company began operating 23 furnaces and subsequently 24, it increased the number of employees on the list each time, and filled the resulting vacancies from the list of applicants who had filed their requests to enter this sequence. The Union protested the sequence dates assigned such employees on the seniority list of December 31, 1959, but not the Company's right to raise the total number from 277 to 303. On the record of these grievances as presented and discussed, it would be improper now to permit the Union to question this increase of employees in this sequence. In fact, if the Union were sustained in such a contention, there would be no place on the sequence list for either the incumbent junior employees in question or the grievants.

Underlying the course followed by Management is Arbitration No. 201. That was one of the series of awards made in connection with the difficult issues growing out of extended operations, the first of which was Arbitration No. 167. My ruling in Arbitration No. 167 caused the Company to change its practices in several departments, and resulted in a good deal of difficulty in the transition. Many efforts were made by the parties, some with the help of the Permanent Arbitrator, to agree upon some orderly or systematic rules. It was thought that Arbitration No. 201 was a step in this direction. It was there pointed out that there is a fundamental difference as respects "fill-in turns for other employees" between extended or expanded operations in a department which does not have continuous operations and in a department like an open hearth department where at a given level of operations the number of turns needed is definite and predictable, the opinion stating at Page 5:

> "The absence of mixed practices in the past and the relative regularity, foreseeability and reasonable anticipation of the necessity of filling the types of vacancies presented in this case distinguish it on its facts from those in the other cases previously decided. None of the others were necessarily continuous in nature. These differences justify the conclusion that we are dealing here with permanent vacancies as distinguished from those designated as temporary in the earlier cases."

It would certainly seem that the Company was warranted, in light of the reasoning in Arbitration No. 201, to treat the vacancies in the Floor Sequence of the No. 2 Open Hearth, as the operations level was raised to 23 or 24 furnaces, as permanent vacancies and to fill them accordingly.

Article VII, Section 6, Paragraphs 149 and 150, stipulates alternative procedures for filling certain permanent vacancies in sequential occupations, depending on which of these procedures is currently in effect in the respective departments. In this department the procedure described in Paragraph 149 was in use. This is as follows:

> "The department management shall maintain and post with the sequences, lists of employees requesting entrance into such sequence. When the permanent opening develops, the Company shall fill the vacancy from the list of applicants for such sequence, who are qualified therefor, in accordance with the provisions of Section 1 of this Article."

Section 1 includes the general definition of seniority.

Paragraph 150 sets forth a procedure for posting notice of the vacancies, allowing employees in the department seven days in which to bid for them, and awarding them to the senior employees who have bid.

The Union agrees that when the posting and bidding procedure is used a senior employee who does not bid for the vacancy forfeits his right to it. But the Union argues that it is different if the vacancy is filled pursuant to Paragraph 149.

Yet Section 4 of Article VII stipulates:

> "Sequential Length of Service. Employees shall be regarded as having established continuous length of service within a sequence after thirty (30) turns worked therein on other than fill-in turns for other employees, at which time the date of establishment shall go back to the start of the thirty (30) turns."

No distinction whatever is made between employees who are chosen for such work from a general list of applicants or from those who bid under the seven-day posting rule, and I fail to see how one could reasonably agree there should be any such distinction.

Under the procedure of Paragraph 149, when the permanent opening develops the Company fills the vacancy from the list of applicants. When the procedure of Paragraph 150 is used, the Company similarly, under the contract language, fills the vacancy from the list of employees who have bid. In either event, the vacancy is filled, and from the moment this is done there is no vacancy remaining, even though the sequential date does not become established until 30 turns are worked.

I do not pass on the revisions made by the Company in the earlier seniority lists when it posted the seniority list of April 17, 1960, assuming from the lack of argument or discussion thereof that this was accurately done.

AWARD

This grievance is denied.

Dated: September 27, 1961

/s/ David L. Cole

David L. Cole
Permanent Arbitrator