INLAND STEEL COMPANY	)	
	)	Grievance No. 22-G-39
and	)	Appeal No. 449
	)	Arbitration No. 468
UNITED STEELWORKERS OF AMERICA	)	
Local Union 1010	)	Opinion and Award

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations
R. H. Ayres, Assistant Superintendent, Labor Relations
L. R. Mitchell, Divisional Supervisor, Labor Relations
A. M. Kroner, Supt., No. 3 Open Hearth
B. Burke, General Mechanical Foreman, No. 3 Open Hearth
H. S. Onoda, Representative, Labor Relations

For the Union:

Cecil Clifton, International Representative
Sylvester Logan, Vice-Chairman, Grievance Committee
Joe Gyurko, Grievance Committeeman
Alfred Bement, Witness
James Graham, Witness

The subject matter of this grievance has been considered in arbitration a number of times, in various forms. The issue raised is whether Article VII, Section 9 was violated when labor pool employees were scheduled in the No. 3 Open Hearth Mechanical Sequence while employees established in this sequence were scheduled for and working only 32 hours per week. Two weeks are involved: August 28 - September 3, 1960 and September 4 - September 10 - 1960, when operations were at a five-furnace level.

At the time there was in force a special local agreement relating to the No. 3 Open Hearth, made pursuant to Paragraph 157 which is part of the Section 9 cited by the Union. In this agreement it was stated that

> " ... it is mutually agreed not to pursue Article VII, Section 9 for layoffs and force and crew reductions due to lack of business. ... Instead, the Company and the Union agree that the following procedure will be followed."

Then follow several steps covering situations as the full seven-furnace level declines to six furnaces, to five, and below. At the six-furnace level demotions on the basis of sequential seniority are to be made; at the five-furnace level work within a sequence is to drop to 32 hours with eligible employees to be promoted to fill any vacancies caused thereby; beyond this, the 32-hour week must be maintained, with employees being demoted by sequential seniority. Labor pool employees shall be laid off pursuant to Sections 5 and 9 (B)1 of Article VII.

One of the arguments of the Company is that this local agreement superseded the provisions of Article VII, Section 9. It did so as the the special method of determining the force at various furnace levels of operation, meaning the employees with sequential standing, but in other respects it did not. As to labor pool employees, for example, it explicitly followed Section 9 (B)1 as well as Section 5 of Article VII. With respect to the exercise of sequential seniority rights when vacancies with-in the sequence occurred, this local agreement is silent, and the normal provisions of the Agreement on this subject must be held to have continued in force.

An exhaustive analysis of all the prior awards bearing on the subject matter of this issue could be made. Some of the awards cited at the hearing are completely out of point and have no relevancy.

But the recent award of Arbitrator Kelliher in Arbitration No. 463 is very much in point. There, employees established in the sequence were working and scheduled only for four turns. To fill vacation vacancies employees in the sequence were moved up, by special understanding, leaving vacancies in some bottom jobs. These bottom jobs were filled by employees in the labor pool as temporary vacancies. Relying on the basic concept of job security and the seniority provisions of the Agreement, the Arbitrator sustained the grievance, ruling that the sequential employees are entitled to such work opportunities within the sequence. The Union agreed that if overtime were involved it might be otherwise, and at the hearing it also allayed the Company's concern that if senior employees were assigned to the bottom jobs they might file grievances alleging violation of their seniority rights by assuring the Company, as pointed out in the opinion, that such senior employees would have no basis for grieving in such circumstances. I may add that if the Company follows the course urged by the Union an the instant case, grievances thereupon by senior employees that they are being improperly assigned to inferior positions because of the Company's endeavor to offer them the fifth turn of work, would fall on most unsympathetic ears and would have no merit.

The reasoning in Arbitrator Kelliher's opinion in Arbitration No. 463 seems entirely sound. I find nothing in the local agreement covering the determination of hours of work at various levels of furnace operations in No. 3 Open Hearth which makes that reasoning inapplicable to the facts in our case.

A W A R D

This grievance is sustained.

DATED: March 29, 1962

)s(_____

David L. Cole
Permanent Arbitrator