INLAND STEEL COMPANY	Grievance No.	Appeal No.
and	22-G-71	848
	22-G-82	849
UNITED STEELWORKERS OF AMERICA Local Union No. 1010	22-G-88	850

Arbitration No. 542

Opinion and Award

Appearances

For the Company

W. A. Dillon, Superintendent, Labor Relations
R. A. Ayres, Assistant Superintendent, Labor Relations
A. Kroner, Superintendent, No. 3 Open Hearth
C. Bateman, Administrative Foreman, No. 3 Open Hearth
L. Mitchell, Divisional Supervisor, Labor Relations

For the Union:

Cecil Clifton, International Representative
Al Garza, Chairman, Grievance Committee
Joe Gyurko, Griever

The parties presented this case on the facts of Grievance No. 22-G-71 which are typical of all three grievances. The essence of this grievance is that the grievant, a Second Helper, was assigned to work on the No. 43 Furnace in No. 3 Open Hearth while another employee with a later sequential date was assigned to the No. 40 Furnace, thus enabling the junior employee to earn more because No. 40 was on production and the incentive applied, while No. 43 was "on gas" (not on production) and during the period involved paid only a standard hourly rate.

The Union cited Article VII, Sections 1 and 3 in support of its position, as well as Arbitration Nos. 321 and 458, asserting that the Company was trying to have the rulings of these two awards reversed.

For a number of years the practice in No. 3 Open Hearth has been to post schedules showing only the occupation, days and turns of each employee, and not the specific furnace on which he is to work. A daily line-up sheet shows the furnace assignments from day to day and is prepared by the Melter Foreman on the preceding turn. It has not been uncommon to assign employees to gas turns while others with less sequential standing have been assigned to furnaces on production, and, except where it involved the removal of a man during the turn from the incentive job on which he was working to a non-incentive or gas job on another furnace, no complaint has been processed or allowed.

There is a good deal of arbitration precedent for the proposition that the Company's management rights give it discretion or latitude in the assignment of jobs within an occupation. See Arbitration Nos. 199, 233 and 410. Employees' seniority rights, as set forth in Article VII, Section 1, extend only to promotions, job security in connection with decreases of force, and reinstatement after layoff.

It is another matter when, relying on Article VI, Section 3, an employee insists that once he has been scheduled for a job within an occupation he may not be assigned to a job which pays lesser rates than those applicable to the job for which he was scheduled or on which he commenced work (with certain exceptions not germane here). This was the situation in Arbitration No. 321, and the grievance was allowed. In Arbitration No. 458 the grievance was also allowed, not because of general seniority rights, but rather because the Company had not observed a specific past practice with reference to the crews in question.

In the instant case the Union proceeds on the theory that the awards in Arbitration Nos. 321 and 458 were predicated on the general seniority rights provided in Article VII, particularly in Sections 1 and 3 thereof. This was not so, as an examination of the awards indicates. In the three grievances under consideration neither Article VI, Section 3, nor any past practice is cited or relied upon. Nor is there any showing of any specific provision of Sections 1 or 3 of Article VII which it is claimed the Company has violated by its practice of assigning employees to various furnaces during the week as need dictates.

This has been, as stated, the practice for some years, and this reflects a tacit understanding at least that the Company's interpretation has been deemed acceptable. This is not conclusive in itself and may be rebutted, but no effort to rebut has been made.

A good deal of evidence was offered to show the general acceptance of this practice in No. 3 Open Hearth, the fact that earnings vary from furnace to furnace constantly, and even for the same furnace from time to time, and that the earnings of the various employees are within relatively narrow ranges, despite Management's exercise of its right to make daily furnace assignments. It was also shown that where an employee started to work on a furnace on production and after two hours was removed and directed to work on a furnace on gas, the employee's grievance was granted to cover the earnings he lost thereby (Grievnace No. 22-G-89). This indicates, contrary to the Union's contention, that the Company is respecting the reasoning and ruling in Arbitration No. 321, rather than trying to reverse it.

The facts and the theory relied upon in the earlier awards cited by the Union are plainly distinguishable from those in these three grievances.

A W A R D

This grievance is denied.

Dated: April 17, 1963

/s/ David L. Cole
Permanent Arbitrator