INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
Local Union 1010

Grievance No. 22-HA-28
Appeal No. 1175
Award No. 585

Opinion and Award

Appearances

For the Company:

Robert H. Ayres, Superintendent, Labor Relations
James T. Hewitt, Arbitration Coordinator
Albert M. Krones, Superintendent, No. 3 Open Hearth
L. R. Mitchell, Assistant Superintendent, Labor Relations
T. J. Peters, Senior Labor Relations Representative
James Ryan, Labor Relations Representative

For the Union:

Peter Calacci, International Representative
William E. Bennett, Chairman, Grievance Committee
Joe Gyurko, Grievance Committeeman
John Deardorff, Assistant Grievance Committeeman
Richard Sertic, Witness

The issue is stated somewhat differantly by each of the parties. As the Company phrases it, the question is whether "the assignment of No. 2 Open Hearth labor pool employees to the No. 3 Open Hearth labor pool for an overtime turn when No. 3 Open Hearth labor pool employees were receiving six turns a week results in a violation of Article VII, paragraphs 128 and 129." The Union, on the other hand, questions whether "Management violated the Collective Bargaining Agreement by allowing No. 2 Open Hearth Laborers to double over at No. 3 Open Hearth and telling No. 3 Open Hearth Laborers that they could not double over."

As the evidence and arguments were presented, the disagreement between the parties relates to the rights of employees in the labor pool to overtime work, as opposed to employees from some other department, by virtue of their seniority status.

The issue arose during the week of March 1, 1964 in connection with the rebuild of a furnance in No. 3 Open Hearth Department. At such times there is need for more laborers than are in the labor pool of the department, and it is accepted practice to use laborers from other departments, principally from the No. 1 and No.2 Open Hearth Departments. In the week in question No. 3 Open Hearth laborers were scheduled six turns (one being at overtime rates), and some 19 such laborers were doubled over. In addition, 29 No. 2 Open Hearth laborers were asked to double over, which entitled them to premium pay.

The protest of the No. 3 Open Hearth laborers is that they were told they could not double over. One such employee so testified, but in the grievance procedure the Union failed to identify any particular grievant, making its claim in general terms.

The Union relies mainly on Arbitration No. 515, in which the award was made by Arbitrator Peter Kelliher on January 17, 1963. In that case an employee with

sequential standing worked only four turns in the week and when there was need for another turn a non-sequential employee was assigned to the work. It happened that there was a holiday that week so that this extra turn became for pay purposes the sixth turn for the non-sequence employee just as it would have been for the grievant. The arbitrator ruled that the employee with sequential seniority was entitled to this fifth turn of work, saying:

> "If Management's position were to be sustained, then non-sequential employees could be assigned to jobs within a sequence on a sixth day basis, while sequential employees were only working four days a week. The concept of sequential seniority would then have little meaning in this Contract."

Since the above award was issued there have been many occasions when laborers were brought into No. 3 Open Hearth Department from other departments to help on rebuilds of furnaces, and many of these laborers have worked at overtime rates either on a sixth turn or while doubling over. The Union has never protested until the instant case.

Management contends that Arbitration No. 515 is distinguishable both on its facts and reasoning from the dispute in this case, and that nowhere in the seniority provisions of the collective bargaining agreement is there any reference to the protection or assignment of overtime on the basis of seniority.

This is indisputably so. In other Inland-Local 1010 awards it has been pointed out that the seniority provisions are specifically designed to protect only employees' promotional opportunity, job security, and reinstatement after layoffs, and have consequently held that these provisions of the contract do not give senior employees the right to claim preferred turns or assignments (Arbitration No. 199), job assignments within occupations or shift preferences (Arbitration No. 233), or crew assignments (Arbitration No. 410).

The essence of Mr. Kelliher's reasoning in Arbitration No. 515 is that job security, which is protected by one's seniority, encompasses a regular week's work of five turns, and to restrict an employee with appropriate seniority to four turns while giving work to another employee without seniority in the sequence or area does violence to the concept of seniority as set forth in Article VII. I agree with this view, and I would not confine it to the rights of employees with sequential seniority. In the proper case it would apply equally to employees with departmental seniority where that is the assurance or guarantee of job security, as in the case of labor pool jobs.

In other words, if a laborer in No. 3 Open Hearth Department is given only four turns of work and when labor work becomes available that week for a fifth turn he is by-passed while the work is given to an employee from some other department, the reasoning in Arbitration No. 515 would be applicable.

This, however, is not the situation in this grievance. Here a claim is made for overtime work on the basis of departmental seniority. The unnamed grievants who make this claim actually had overtime work that week. Aside from this, the major obstacle they must overcome is that there is no ground for it in the seniority provisions or other contract provision cited by the Union in support of their claim. The purpose and limitations of the seniority provisions are described in the arbitration awards listed above and need not be repeated. The essence is that the right to overtime work is not one of the areas in which

seniority is to be applied as the criterion or determinant. To rule otherwise would require me to modify or add to the agreement of the parties.

AWARD

This grievance is denied.

Dated: November 25, 1966

David L. Cole, Permanent Arbitrator