

In the Matter of Arbitration Between:

INLAND STEEL COMPANY

- and -

UNITED STEELWORKERS OF AMERICA,
AFL-CIO, LOCAL UNION NO. 1010

ARBITRATION AWARD NO. 516

Grievance No. 21-G-53 et al
Appeal No. 601 et al

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

Mr. W. A. Dillon, Assistant Supervisor, Labor Relations
Mr. Robert H. Ayres, Assistant Supervisor, Labor Relations
Mr. Ross Elson, Supervising Chemist, Iron Steel Section,
Chemical Department
Mr. Bob Bley, Assistant Superintendent, Chemical Department
Mr. Thomas C. Granack, Labor Relations Representative

For the Union:

Mr. Cecil Clifton, International Representative
Mr. John Wiseman, Grievance Committeeman
Mr. Bruno Butor, Witness
Mr. George Gernick, Witness
Mr. Glenn Ross, Assistant Grievance Committeeman
Mr. William E. Bennett, Acting Chairman, Grievance Committee

STATEMENT

Pursuant to proper notice a hearing was held in MILLER, INDIANA,
on November 13, 1962.

THE ISSUE

Grievances Nos. 21-G-53 and 21-G-136 are representative of the
group of grievances covered by this Award. The difference between
the two mentioned grievances and the other grievances relate to
different dates and turns.

Grievance No. 21-G-53 reads:

"The aggrieved employee, J. Batz, #24071, contends
that he was denied promotional opportunity when the
Company failed to move him up to Steel & Pig Iron

Chemist when a temporary vacancy occurred on the 3:30 to 11:30 turn on February 11, 1961."

The Relief Sought reads:

"Aggrieved employee be paid all moneys lost and request that the Company hereafter comply with provisions set forth in Article VII, Section 6 of C.B.A."

Grievance No. 21-G-136 reads:

"The aggrieved employee, A. Corpus, #14592, contends that he was denied promotional opportunity when the Company failed to move him up to Assistant Control Chemist when a temporary vacancy occurred on the 11:30 to 7:30 turn on June 10, 1961."

The Relief Sought reads:

"Aggrieved employee be paid all moneys lost and request that the Company promote in the future and comply with provisions set forth in Article VII, Section 6 of C.B.A."

The full list of grievances read:

<u>Appeal No.</u>	<u>Grievance No.</u>	<u>Appeal No.</u>	<u>Grievance No.</u>
601-(6/13/61)	21-G-53	833-(10/31/61)	21-G-110
602-(6/13/61)	21-G-54	866-(12/21/61)	21-G-111
603-(6/13/61)	21-G-55	867-(12/21/61)	21-G-112
606-(6/13/61)	21-G-52	868-(12/21/61)	21-G-116
631-(6/22/61)	21-G-60	869-(12/21/61)	21-G-117
636-(6/22/61)	21-G-67	870-(12/21/61)	21-G-119
637-(6/22/61)	21-G-68	871-(12/21/61)	21-G-120
639-(6/22/61)	21-G-70	872-(12/21/61)	21-G-121
640-(6/22/61)	21-G-71	873-(12/21/61)	21-G-122
643-(6/22/61)	21-G-74	874-(12/21/61)	21-G-123
644-(6/22/61)	21-G-77	964-(3/2/62)	21-G-127
645-(6/22/61)	21-G-78	965-(3/2/62)	21-G-128
702-(7/31/61)	21-G-88	966-(3/2/62)	21-G-130
703-(7/31/61)	21-G-89	967-(3/2/62)	21-G-131
704-(7/31/61)	21-G-90	968-(3/2/62)	21-G-132
757-(8/25/61)	21-G-98	969-(3/2/62)	21-G-136
760-(8/28/61)	21-G-99	970-(3/2/62)	21-G-146
762-(8/28/61)	21-G-108	971-(3/2/62)	21-G-147
763-(8/28/61)	21-G-109		

DISCUSSION AND DECISION

The issues raised by the above grievances are whether temporary vacancies caused by a scheduled employee's absence from a scheduled turn should have been filled by first upgrading on the turn and then placing the man called out or held over on the job left vacant after the men previously scheduled out on the turn had been upgraded in both situations where the employees on the turn had been scheduled four days and five days per week. Under the language of Article VI, Section 8, the Company determined that it would not modify the work, but instead elected to fill the vacancy in the schedule in accordance with the provisions of Article VII. It is noted that a comma appears after this just quoted clause. It is only where the schedule cannot be so filled that the Company is to consider calling out a replacement or holding over another employee.

There can be no question that this was a temporary vacancy and therefore, Article VII, Section 6 (a) is controlling. It is provided that such a vacancy "shall be filled by the employee on the turn and within the immediate supervisory group in which such vacancy occurs in accordance with the provisions of this Article". It is simply unrealistic to claim that the men held over or called out were on the turn because they started work at the beginning of the turn. In attempting to define which employees are not on the turn such a consideration would render the language of Section 6 meaningless. The Grievants were scheduled on this turn. The employees designated by the Company were not "on the turn" as this language must be understood in the Plant. As this Arbitrator stated in Award No. 510:

"Article VII, Section 6 (a) is a specific provision and it is a generally understood maxim of Contract interpretation that specific provisions govern over general provisions. Reading this provision in its entirety, it does indicate that the Parties were fully aware of the varying situations that could develop that would require the filling of vacancies. Where they desired positions to be filled in accordance with sequential standing, they clearly provided this. In the case, however, of temporary vacancies of less than 21 consecutive days, it is specified that they should be filled 'by the employee on the turn'. Mr. Marshall was simply not 'on the turn'."

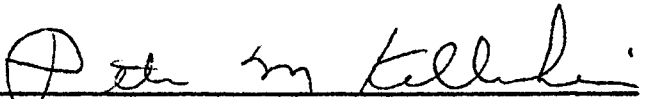
It is contemplated that a series of upgradings will take place and that when this procedure has been completed and a "vacancy in the schedule" as that term is used in Article VI, Section 8, still exists that the Company then shall call out a replacement or hold over another employee. The Arbitrator cannot find that the long established

past practice in this sequence is inconsistent with the language of the seniority provisions of the Contract.

Article VI, Section 8, clearly implies that the procedures set forth in Article VII are first to be placed in effect. The designated method in the specific situation of a temporary vacancy is to fill this vacancy in the schedule by upgrading on this turn. It is only after this procedure is exhausted and it is determined that the "schedule cannot be so filled" that the Company is then to follow the succeeding step of calling out a replacement or holding over another employee. Before the Company's position could be sustained, this Arbitrator would have to find that the employees assigned by the Company, who were in fact called out as replacements or held over, were on the turn. This would be artificial and unrealistic and not in accord with the understanding of the Parties as evidenced in the language of both Article VI, Section 8, and Article VII, Section 6.

AWARD

The grievances are sustained. The employees shall be made whole for earnings lost.


Peter M. Kelliher

Dated at Chicago, Illinois

this 17 day of January 1963.