

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA  
Local Union 1010

Grievance No. 21-F-34  
Appeal No. 64  
Arbitration No. 370

Opinion and Award

Appearances:

For the Company:

R. L. Smith, Superintendent, Wage and Salary Administration Department  
W. A. Dillon, Assistant Superintendent, Labor Relations Department  
R. H. Edmondson, Supervisor, Metallurgical Department  
F. P. Leahy, Assistant Supervisor, Spectro Chemical Division,  
Quality Control Department  
D. L. Gott, Job Analyst, Wage and Salary Administration Department

For the Union:

Cecil Clifton, International Representative  
Don Black, Chairman, Grievance Committee  
John Wiseman, Griever  
George Germak, Witness

The issue raised by this grievance is whether the occupation of Reflectoscope Technician should be included in the bargaining unit.

Formerly, to detect internal defects in blooms the Company used a method known as the macro-etch test, which required a Machine Operator to cut and polish a test sample. In July, 1958 a new type of equipment, the Ultrasonic Reflectoscope, was acquired to detect such defects on a non-destructive basis. No cutting of samples is needed. The new method has been in the experimental stage. It was not put into actual use until February, 1960, when at the No. 1 Conditioning Dock, half of the time of one employee was devoted to this. Meanwhile, the old macro-etch process has continued in use. Since May, 1960, three employees have been spending half their time on this Reflectoscope, doing experimental work the balance of their time.

The grievance was filed December 18, 1958. At that time the project was clearly only experimental in nature, and the Company has assigned to it technicians who are not in the bargaining unit. The Union recognized the need for technicians at the time, but was fearful that if it delayed the grievance it might be met with the claim that it is out of time.

The Union asserts that bargaining unit work is being taken away from employees. The Company replies that the only work bargaining unit employees have performed under the old method has been the cutting and polishing of samples, with an exempt Technician making the actual tests. The Company points out that Article II, Section 1, of the Agreement lists technicians among those excluded from the bargaining unit, but the Union argues that the people who will be doing this work will not genuinely be technicians.

In any event, at the hearing it was agreed that the grievance was filed prematurely, and that the Company is still experimenting with the possible uses of the Reflectoscope and gathering data for the purpose of establishing standards.

This suggests that we are not yet in a position to determine the ultimate question of whether the work involved in the Reflectoscope Technician's job as finally constituted will or will not be of the kind properly included in the bargaining unit. If it is technician's work as contemplated in Article II, Section 1, it will be excluded, but this remains to be seen.

AWARD

This grievance is now premature and cannot be sustained. When the job of Reflectoscope Technician is no longer in the experimental stage, the Union may, without prejudice, reinstate this grievance in light of the facts then known.

Dated: November 7, 1960

/s/ David L. Cole

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David L. Cole  
Permanent Arbitrator