

THE INLAND STEEL COMPANY

- and -

ARBITRATION AWARD NO. 406

UNITED STEELWORKERS OF AMERICA,
Local Union No. 1010

Grievance No. 15-F-53

Appeal No. 182

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

W. H. Dillon, Asst. Superintendent, Labor Relations Dept.
L. E. Davidson, Asst. Superintendent, Labor Relations Dept.
O. F. Walters, General Foreman, 44" Hot Strip Mill
C. Mech, Supervisor, Wage and Salary Department
R. L. Smith, Asst. Superintendent, Wage and Salary Dept.
H. S. Onoda, Labor Relations Representative, Labor
Relations Department
T. F. Tikalsky, Divisional Supervisor, Labor Relations Dept.

For the Union:

Cecil Clifton, International Representative
D. Blankenship, Grievance Man
Al Garza, Secretary, Grievance Committee

STATEMENT

Pursuant to notice a hearing was held in Gary, Indiana, on
March 16, 1961.

THE ISSUE

The grievance reads:

"Aggrieved employees, 44" Hot Strip Mill, allege that the Company is in violation of the Collective Bargaining Agreement when they schedule employees to the Foreman job for five (5) days and one (1) day in the same week to a bargaining unit job; also when they schedule employees for twenty-one (21) days to the Foreman job and one (1) day to a bargaining unit job.

Aggrieved request the Company comply with the provisions of the Collective Bargaining Agreement and cease the above type of scheduling."

DISCUSSION AND DECISION

Article VII, Section 14, Paragraph 176 of the Agreement is a specific provision that covers the factual situation here presented and must be considered controlling. Bargaining Unit employees Bush and Waltz were, in the language of the cited provision, "promoted to a supervisory position" and were "later demoted to a job within the Bargaining Unit".

This section does not attempt to distinguish between temporary and permanent promotions. It is inconceivable that the Parties could adopt the provisions of this Contract without envisioning the possibility of the temporary promotion of Bargaining Unit employees to supervisory positions. There is no language in this provision which can reasonably be interpreted as negating the possibility of such temporary promotions. The Contract does not set forth a restriction that once such an employee is so temporarily employed

as a Supervisor that he cannot return to a Bargaining Unit job even where he has performed forty hours of work in that week as a Supervisor. This Arbitrator cannot read such a limitation into the Contract under the guise of interpretation.

Although this Arbitrator does not find the cited provision to be ambiguous, even if he were to so find on the basis that some reasonable doubt was inherent in the language as to whether it applied to both types of promotions or only to permanent promotions, then the established past practice since this language was first adopted would then be controlling. There is no question that the Company has been assigning employees to Bargaining Unit work under circumstances where they may have previously performed as much as forty hours of work in the capacity of a temporary Foreman during the week. To determine whether a promotion is temporary or permanent, one must look to the reasons for the vacancy. In the instant situations that gave rise to the grievance all conditions were of an indefinite and temporary nature such as the need for extended operations due to rush orders, and the filling of vacancies due to vacations or illnesses of permanent Foremen. The Union did not show that the Company was deliberately understaffing its supervisory force. On the other hand, if the Company were to overstaff its supervisory force, then this would result in limiting advancement to Bargaining Unit employees both to jobs within the Unit and outside the Unit. The testimony shows that approximately 75% of the

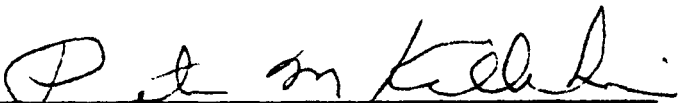
Foremen have been promoted from the Bargaining Unit.

It is necessary for the Company to be able to temporarily promote Bargaining Unit employees so that their ability to function in a supervisory position can be evaluated and they can be given the necessary training and experience in order to fill permanent vacancies in such positions. It is to the long range interest of the Bargaining Unit employees that this policy be encouraged so that the greatest possible promotional opportunities both within and outside the Bargaining Unit can be realized.

The record here does show that Bargaining Unit employees who were not promoted as temporary supervisors during this period were treated fairly with reference to being granted an opportunity to perform a sixth day's work. Once Mr. Bush or Mr. Waltz was back in the Bargaining Unit even for one day, he was entitled to work opportunities in accordance with his seniority. To deny these employees such opportunity would represent an unwarranted forfeiture of valuable seniority rights. Courts of law and Arbitrators will not sustain what amounts to a forfeiture in the absence of clear language placing an employee on notice of the conditions of the forfeiture.

AWARD

The grievance is denied.


Peter M. Kelliher

Dated at Chicago, Illinois
this 4 day of April 1961.