In the Matter of Arbitration Between:

ARBITRATION AWARD NO. 407

THE INLAND STEEL COMPANY

Grievance No. 15-F-62

- and -

Appeal No. 217

UNITED STEELWORKERS OF AMERICA,
Local 1010

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, Assistant 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:

> "The Union alleges that the Company is in violation of Article II, Section 3 of the August 5, 1956, Collective Bargaining Agreement by continuing to deduct dues from two (2) employees, H. Bush, No. 9278, and E. Waltz, No. 9329, who have been working forty (40) hours or more per week as foremen, Bush for over four (4) years and Waltz for many months in the 44" Hot Strip Mill. This occupation as foreman is one of the excluded occupations referred to in Section 1 of Article II.
>
> Since these employees are working full time as foremen, they must be excluded from the bargaining unit."

DISCUSSION AND DECISION

Some of the principles set forth in companion Award No. 406 are also applicable in this matter. There can be no question that the situation here presented involves what must be termed a "grey" area. Mr. Bush and Mr. Waltz must be regarded as Bargaining Unit employees who, for limited periods of time and for reasons entirely temporary in nature, were filling vacancies as Supervisors. It is apparent that when the Company did have a need for permanent Supervisors that these employees were promoted to fill such openings.

The past practice that existed was to continue to deduct Union dues from employees who were temporarily promoted to supervisory positions. This practice is not in clear contradiction of any express provision in this Contract. It must be presumed that this same situation of temporary promotions for all or part of a work

week existed both before and at the time of the adoption of the first Collective Bargaining Agreement. No showing has been made that the Company failed over an extended period of time to fill permanent vacancies in supervisory positions where it had trained and qualified employees available. The record (Co. X C) shows that although Mr. Bush had been temporarily filling supervisory positions from August of 1956 to November of 1959 that during many of these weeks he worked only one or two days in such capacity. Mr. Waltz also frequently worked for only a few days during the work week in a temporary supervisory capacity during the more limited period of time that he has been filling these vacancies.

Where the promotion to a supervisory position is, in fact, temporary, the Arbitrator is unable to find any contractual basis for distinguishing between such promotions whether they involve service in such a capacity for eight hours or forty hours during the work week. Some consideration should be given to the question as to whether the Union would want an employee to withdraw from Union membership if he were to serve merely one or two days a week on a sporadic basis as a temporary Foreman.

AWARD

The grievance is denied.

Peter M. Kelliher

Dated at Chicago, Illinois
this 5 day of April 1961.