

INLAND STEEL COMPANY

-and-

UNITED STEEL WORKERS
OF AMERICA
Local Union 1010
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ARBITRATION AWARD No. 363

Appeal No. 54

Grievance No. 10-F-55

PETER M. KELLIHER

APPEARANCES:

FOR THE COMPANY:

MR. W. A. DILLON, Assistant Superintendent, Labor
Relations

MR. R. L. SMITH, Superintendent, Wage and Salary
Administration

MR. A. W. MORRIS, General Electrical Foreman, Plant #1
Mills

MR. G. A. JONES, Supervisor, Industrial Engineering

MR. M. S. RIFFLE, Divisional Supervisor, Labor Relations

MR. D. L. GOTT, Job Analyst, Wage & Salary

FOR THE UNION:

MR. CECIL CLIFTON, International Representative

MR. J. WOLANIN, Acting Secretary, Grievance Committee

MR. W. BENNETT, Grievance Committeeman

MR. R. CRAWFORD, Steward

THE ISSUE

The grievance reads:

"The aggrieved employees, #1 Blooming Mill Motor Inspector Leaders, contend the Company is in violation of the Collective Bargaining Agreement by requiring them to provide replacements for employees who absent themselves from work. They claim this is a responsibility of Management and not of bargain unit employees."

Relief sought:

"Aggrieved employees be relieved of responsibility for replacing men on jobs due to absenteeism. This is of a supervisory nature."

DISCUSSION AND DECISION

The record shows that for at least eight (8) years, Motor Inspector Leaders have been required as a "traditional" duty to provide replacements for employees who are temporarily absent from work. When the job description was written and the job title changed and the evaluation later revised, this essential duty was uniformly performed by Leaders throughout the plant. It is apparent that Leaders are required to provide replacements on relatively rare occasions and if problems arise with reference to hold-overs or call-outs, the Foreman may be called for instructions. Every job duty is not fully set forth in a job description.

The procedure was posted on February 19, 1951 and is fully known to the Leaders and to the employees. It is somewhat automatic. It requires only a limited type of decision making. The

Leader is not required to initiate discipline in carrying out these responsibilities. The job description states that "he directs". While this may not be as broad in scope and intent as the phrase "direction of the working forces" as such language appears in Article IV, it certainly contemplates the type of direction being done by these Leaders at the time the job description was written. The wording of the job description is clearly contrary to the notion that the Company is prevented from delegating any responsibility for "direction" to Bargaining Unit employees.

Under Article VI, Section 8, it is provided "that the Company shall fill such a vacancy in the schedule". Management, however, has the right to set up a procedure for filling these vacancies. No language of the Contract has been cited that specifically prevents an assignment of this type of responsibility to Bargaining Unit employees. The record shows that this work was being performed in the Mill by employees in the Bargaining Unit who performed Leader functions at the time the Union was recognized as the Collective Bargaining Agent.

In order to maintain a stable relationship, at some point in time the general notion of estoppel should prevent a party from attempting to change a recognized practice not inconsistent with the Contract and that was fully known and allowed to continue without challenge for a long period of years.

AWARD

The grievance is denied.

Dated at Chicago, Illinois
this 19th day of August, 1960

(signed) Peter M. Kelliher
PETER M. KELLIHER