

The Inland Steel Company

- and -

United Steelworkers of America,
AFL-CIO, Local No. 1010

ARBITRATION AWARD

Grievance No. 11-F-47
Appeal No. 108
Arbitration Award No. 381

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

W. A. Dillon, Asst. Superintendent, Labor Relations
J. Borbely, Divisional Supervisor, Labor Relations
J. Higgins, Asst. Superintendent, 100" Plate Mill
D. Kasperan, Foreman, 100" Plate Mill

For the Union:

Cecil Clifton, International Representative
Alberto Garza, Secretary, Grievance Committee
Joseph Sowa, Grievance Committeemen
Joe Martinez, Steward
James King, Asst. Grievance Committeeman

STATEMENT

A hearing was held in Gary, Indiana, on November 14, 1960.

THE ISSUE

The grievance reads:

"On the dates of February 8, 9, and 10 and other dates too numerous to mention, James Higgins, Asst. Superintendent and Dan Kasperan, extra turn foreman, were observed to be performing work customarily performed by employees within the bargaining unit, such as directing cranemen to assort plates, pile plates on roller line for shearing, move plates for grinding, transferring plates for burning rack area, return same to shipping area, straightening plates with slabs and other work too numerous to mention.

That the Company terminate the practice of working the supervisors on work customarily performed by bargaining employees, and a job description and classification be established on this newly created job and promote the employee with the most Labor Pool seniority.

DISCUSSION AND DECISION

With reference to the specific functions specified in the grievance as having been performed by a Supervisor, the weight of the evidence is that a Bargaining Unit employee was present and performed the details of the direction of the Craneman by hand signals except with reference to the straightening of plates. Certainly Management has the overall responsibility for directing the working force. In carrying out this duty Supervisors must maintain the flow of production, co-ordinate the efforts of employees, determine the priority of work and instruct employees as to when certain work shall begin and end. When a crane is not in the area where it is needed, the

Supervisor must be expected to order or signal the crane to move to the desired location. The mere giving of certain signals by a Supervisor is not in itself a contractual violation. The Foreman could give either verbal or hand signal instructions to the Craneman.

It is the nature and not the method of the direction that is controlling. If a Supervisor were to give detailed hand signals for each routine type lift, as is usually done by a Hooker, for example, it would then be a violation. The evidence is that in straightening the plates the Supervisor did signal the Craneman as to the height of the lift, the area to hit on the slab and the number of drops. With reference to this one function, there was no Bargaining Unit employee present in the area who could be said to be doing the detailed directing with merely a Supervisor co-ordinating the work of the crew.

The testimony is that if the Foreman were not performing this work in the particular area, the Expediter could be performing this work. The record also shows that this work occurs only a few times during a week and the Expediter, a Bargaining Unit employee, is fully qualified to direct the Craneman in straightening out the plates.

In conclusion, this type of constant, detailed signaling of the Craneman, not simply to start and stop a job, but in

the actual performance of the job as shown by numerous Bargaining Unit job descriptions is that customarily performed by Bargaining Unit employees.

AWARD

The Company shall order Foremen to cease and desist from giving Cranemen hand signals in connection with the actual performance of the work of straightening the plates.


Peter M. Kelliher

Dated at Chicago, Illinois

this 21 day of March 1961.