In the Matter of Arbitration Between:

INLAND STEEL COMPANY

- and the -

UNITED STEELWORKERS OF AMERICA,
Local Union No. 1010

ARBITRATION AWARD NO. 474

Grievance No. 23-G-69
Appeal No. 477

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations Department
W. Benson, Foreman, No. 4 Pickle Line, No. 3 Cold Strip Department
J. Federoff, Divisional Supervisor, Labor Relations Department
R. J. Stanton, Assistant Superintendent, Labor Relations Department
R. C. Allen, General Foreman, No. 3 Cold Strip Department
H. S. Onoda, Labor Relations Representative, Labor Relations Department

For the Union:

Cecil Clifton, International Representative
James Tharp, Grievance Committeeman
Bill Tharp, Witness
Al Garza, Secretary, Grievance Committee

STATEMENT

Pursuant to notice, a hearing was held in Miller, Indiana, on January 11, 1962.

THE ISSUE

The grievance reads:

"The aggrieved employees: Tharp, 25012; Hanson, 25050; Fish, 25658; of the 3-11 turn on 9/2/60, Pickle Line Crew contends that on the 12-8 turn 9/3/60, #3 Cold Strip, supervisors performed work customarily performed by employees within the bargaining unit.

The aggrieved request supervisors discontinue performing work customarily performed by

employees within the bargaining unit, and that B. Tharp, #25012; N. Hanson, #25050; and R. Fish, #25658, be paid for the time supervisors performed the above mentioned work."

DISCUSSION AND DECISION

The principal facts in this case are not in dispute. On September 2, 1960, at about 10:00 p.m. a delay occurred at the Tension Reel of the No. 4 Coil Pickler Unit. This was caused by a "bad" pressure switch on the Tension Reel. Due to the malfunctioning, a coil was processed on the Reel without knowledge of the fact that the Reel had gradually collapsed. The coil could not be removed by collapsing the Reel and ejecting the coil on to the outgoing conveyor. Supervision then determined that a method would be followed whereby the coil would be backed from the Tension Reel into the Up-Coiler. The regular bargaining unit crew was assigned to this work. They continued to perform this work until the end of their regular shift. The testimony would indicate that they were then asked by Supervision to stand by until a determination could be made by the Superintendent as to whether this work was to be performed by Supervision or by the regular crew. After a telephone call to the Superintendent, the regular crew was sent home and the supervisory employees then took over the controls and manually operated by jogging the buttons. It was not simply a matter of pressing the buttons, but required continuous manipulation.

Article VII, Section 14, clearly provides that supervisory employees must not perform any work of the type customarily performed by employees within the bargaining unit. We are here concerned with a "type" of work involving the continuous operation of controls to unwind coils. The weight of the evidence is that supervisory employees do not customarily operate these controls. They have, in the past, occasionally pressed the buttons. There is no testimony, however, that would indicate that they continuously operated these controls over a period of an hour or two hours. While this may have been the first time that this precise operation was carried on in this area, it nevertheless comes within the type of work performed by bargaining unit employees. In the Galvanizing Department, however, that also has Tension Reels, bargaining unit employees have backed strips off of collapsed Tension Reels.

Specific exceptions are set forth to the general language of Section 14 of Article VII. The Arbitrator cannot find that this situation comes within the emergencies exception. Clearly, Supervision has a right to improvise new methods or to adopt methods previously used in other departments. It is noted that once the Company did improvise the new method that Supervision assigned this work of manipulating the controls to bargaining unit employees until

the end of their shift. Supervisory employeed did not participate in the actual operation until then. There is no possible basis for a finding that it suddenly became an emergency at the end of the employees shift. The condition that premium pay would be due after the end of the regular shift does not in itself constitute an emergency. The Parties certainly did not contemplate such a result. If this were to be the case, then considerable overtime work might be performed by supervisory employees instead of bargaining unit employees. The Arbitrator cannot find that this was due to a cause beyond the control of the Company. This was simply a breakdown situation and the regular crew has performed work in breakdowns such as fishing strips out of the pit. Supervision evidently had full confidence in the capacity of the employees to perform this type of work under the improvised method prior to the end of their regular shift.

AWARD

The grievance is sustained.

Peter M. Kelliher

Peter M. Kelliher

Dated at Chicago, Illinois
this 1st day of March 1962.