

In the Matter of Arbitration Between:

INLAND STEEL COMPANY

- and -

UNITED STEELWORKERS OF AMERICA,
Local Union No. 1010

ARBITRATION AWARD NO. 525

Grievance No. 16-G-148
Appeal No. 665

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations Dept.
R. J. Stanton, Assistant Superintendent, Labor Relations Dept.
W. A. Fournoy, General Foreman, Finishing, Shipping,
No. 1 and 2 Cold Strip.
J. Borbely, Divisional Supervisor, Labor Relations Dept.

For the Union:

Cecil Clifton, International Representative
Theodore Rogus, Grievance Committeeman.
William E. Bennett, Secretary, Grievance Committee.
Harold Kraft, Witness.

STATEMENT

Pursuant to notice, a hearing was held in Gary, Indiana, on
December 14, 1962.

THE ISSUE

The grievance reads:

"Aggrieved, E. Deistler, #14936, alleges violation of
Collective Bargaining Agreement when for the 8-4 turn
Saturday, February 11, 1961, a nonsequential, nonbargaining
employee weighed and shipped two carloads of coils. Non-
bargaining unit employee is Holding (a salaried clerk).
Aggrieved, E. Deistler, #14936, was scheduled off for the
turn in question and could have been utilized for this turn".

The relief sought reads:

"Pay appropriate employee all monies lost".

DISCUSSION AND DECISION

The principal factual issue in this case is whether a salaried, non-bargaining Unit employee performed the work of the Bundler Checker hereinafter referred to as Checker. The job description for Checker indicates that his primary function is: "Direct and check the bundling and loading of steel sheets and coils for shipment and prepare and submit records of same". He also "directs movement of material" from "storage to cars or trucks". He is required to direct "Carloading Tractor". It is a further duty of this classification that the employee "checks weight and sizes of

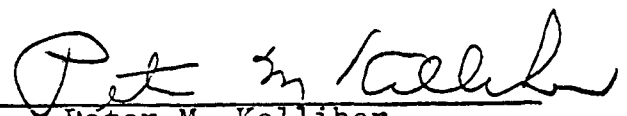
coils". He is required to weigh and to write up tally of all material loaded by him and to submit the tally and shipping tickets to the Shipping Office.

The Company concedes that Mr. Holding, a Clerk who is a non-bargaining Unit Employee, did weigh coils, went into the box car and checked the coils against the loading line-up, tore the original shipping ticket off each coil and made out the loading tally. While certain functions such as weighing may be common to both the Tractor Operator and to the Checker, they cannot be considered "common" to the non-Bargaining Unit employee who performed this work. The unrefuted testimony is that not only does the job description contemplate that the Checker will weigh coils, but that he does as a matter of practice weigh coils particularly when the Tractor Operator is otherwise engaged. The entire record in this case does indicate that Mr. Matuga, a Checker who was working this day, was engaged in checking and loading on trucks. It was necessary to get these trucks out before quitting time on this Saturday afternoon in order not to hold over these Truck Drivers for Monday. At the same time, Supervision was attempting to load at least two railroad cars with steel. Mr. Matuga, as a Bargaining Unit employee, could not waive the provisions of this Contract barring non-Bargaining Unit employees from performing Bargaining Unit work even if this were to be considered by the Clerk performing the work as a "courtesy" to him. Certainly if Mr. Matuga were available, as the Company alleges, and had sufficient time, it is difficult to understand why the Foreman would not have assigned him to this work instead of the Clerk. Mr. Matuga "punched out that evening" at his usual quitting time. There is no basis in this record for the conclusion that Mr. Sullivan, the Tractor Operator, was not "proficient". The unrefuted testimony is that he had worked turns as a Checker prior to this occasion. He has a high school education. He did have experience operating tractors prior to the grievance incident.

Mr. Holding's assumption of these duties of a Bargaining Unit employee cannot be condoned on the basis that he did this of his own "volition". The Company is responsible for contractual violations by non-Bargaining Unit employees. Although the amount of time spent on this work has not been ascertained with preciseness, this Arbitrator in Arbitration Award No. 380 stated: "The language of Article VII, Section 14, states that supervisory employees shall perform "no work of the type customarily performed by employees within the bargaining unit". This contractual language prevents the Arbitrator from adopting a de minimis doctrine, i.e., that a small amount of bargaining unit work will not give rise to a violation".

AWARD

The grievance is sustained.


Peter M. Kelliher
Arbitrator

Dated at Chicago, Illinois,
this 4 day of January, 1963.