

In the Matter of Arbitration Between:

INLAND STEEL COMPANY

- and -

UNITED STEELWORKERS OF AMERICA,  
AFL-CIO, Local Union No. 1010

ARBITRATION AWARD NO. 537

Grievance No. 16-G-202

Appeal No. 834

PETER M. KELLIHER  
Impartial Arbitrator

APPEARANCES:

For the Company:

Mr. W. A. Dillon, Superintendent, Labor Relations Department

Mr. R. J. Stanton, Assistant Superintendent, Labor Relations  
Department

Mr. J. Borbely, Divisional Supervisor, Labor Relations Department

Mr. R. L. Williams, General Mechanical Foreman, #1 and #2  
Cold Strip Departments

Mr. G. A. Jones, Supervisor, Industrial Engineering

For the Union:

Mr. Cecil Clifton, International Representative

Mr. Ted Rogus, Griever

Mr. Al Garza, Chairman of the Grievance Committee

Also Present:

Mr. J. Hiney

Mr. F. Boyas

STATEMENT

Pursuant to proper notice a hearing was held in GARY, INDIANA, on  
April 1, 1963.

THE ISSUE

The grievance reads:

"Aggrieved, J. Hiney, #15269, allege a violation of  
Collective Bargaining Agreement when Management failed  
to upgrade him to Crane Machinist Leader. S. Markovich,  
#15255 (Leader) has retired creating the Leader vacancy.  
Management does not fill the leader occupation, but on  
the foreman's days off a crane machinist with less

seniority than aggrieved is upgraded to hourly foreman."

The relief sought reads:

- "1. Pay aggrieved all moneys lost.
2. Establish aggrieved as Crane Machinist Leader."

"Violation is claimed of Article VII, Section 1-3-6 of the Collective Bargaining Agreement".

#### DISCUSSION AND DECISION

Most of the principal facts are set forth in the statement of the grievance. The essential issue is whether the Grievant's seniority rights were violated when the Company failed to promote him to the Leader job. The Arbitrator is first required to determine whether there was a vacancy in the Leader position. The Company here assigned the direction of the five (5) man crew on the day turn exclusively to the Crane Machinist Foreman. Previously the task of directing this crew on the day turn was performed generally by the Crane Machinist Leader.

Under Article IV, Management has, "except as limited by this Agreement", the exclusive right to the "direction of the working forces". The Company has as the need arose conferred authority on bargaining unit employees, known as Leaders, to assist in this function of directing employees. Because, however, this direction is a right "vested exclusively in the Company", Management can withdraw this limited power to direct which it has conferred upon these Leaders. This Arbitrator has not been referred to any "provisions" of this Agreement which specifically restrict the Company in this matter.

That the Union must have understood this is shown by the fact that seven (7) Leader assignments in the No. 1 and No. 2 Cold Strip Departments were eliminated and the Leaders not replaced in the period from March 1, 1953 to August 13, 1960, without protest. At the present time, there are no regular Millright Leaders on the sequence list.

In Arbitration Award No. 64, dated April 8, 1953, it is evident that as part of the background of that case Supervision was being "given by a salaried Foreman, rather than by a Leader who belongs in the Bargaining Unit" and yet, at that time no specific violation was claimed as to this change that was then made.

Although the same contractual provisions were not cited as being violated in Arbitration Nos. 137 and 306 as are here claimed, it must be noted in passing that in Award No. 306, the Union contended that the duties of the newly created Load Dispatcher job were "essentially

those which for years were performed by the First Switchboard Operator. Arbitrator Cole so found in Arbitration No. 306 and stated:

"To a substantial extent the language employed in the occupational analysis sheet of the new Load Dispatcher overlaps and is almost synonymous on the whole, in practical terms, with that in the former job description of the 1st Switchboard Operator.

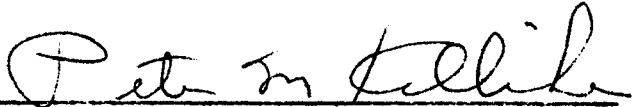
When duties become more complex it does not necessarily follow that a new, non-bargaining unit occupation should be created. There is a very broad range of bargaining unit jobs, and the scope of the levels and degrees provided for in the factors considered in the process of classifying jobs indicates definitely that an enlargement of skill or responsibility or of complexity does not automatically call for elimination from the bargaining unit."

Here the Crane Machinist Foreman does not perform the physical duties of either the Crane Machinist Leader or the Crane Machinist. Unlike the Load Dispatcher, his work is confined to supervising the crew. The same number of men (12) are assigned to perform the physical aspects of the work as performed this phase of the duties prior to the retirement of Leader Markovich.

In Award No. 137, Arbitrator Updegraff did state that he felt "required to conclude that the Contract must be read to mean that Supervisory employees should perform no work ordinarily and usually performed by Bargaining Unit employees". Work of directing employees is also ordinarily and usually performed by Supervisors. It is difficult to believe that Arbitrator Updegraff intended by his statement that Supervisors were then permanently barred from directing employees in performance of such work. This function of directing the working forces is exclusively vested in Management by this Collective Bargaining Agreement. If Management can delegate a limited authority to Bargaining Unit employees to direct other employees, it may also withdraw such authority. Leader jobs are created to fill a need in assisting Supervision in the discharging of its responsibility. When the Company determines this need no longer exists, it is not required to continue to fill such jobs. This is the holding of arbitration authority under substantially similar language found in other Collective Bargaining Agreements. If this were not the Labor Relations understanding, then Management would be reluctant to ever create Leader jobs. This then would not contribute to the long range job opportunities of Bargaining Unit employees.

AWARD

The grievance is denied.

  
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Peter M. Kelliher

Dated at Chicago, Illinois

This 19 day of April 1963.