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United States Steel Corporation Sheet and Tin Operations Irvin Works and United Steelworkers of America Local Union 2227

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BOARD OF ARBITRATION

Case No. USS-5200-S

November 22, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION
SHEET AND TIN OPERATIONS
Irvin Works

and

Grievance No. SI-65-16

UNITED STEELWORKERS OF AMERICA
Local Union No. 2227

Subject: Supervisors Working

Statement of the Grievance: "The grievants protest Supervision performing work of the employees of the bargaining unit."

This grievance was filed in the First Step of the grievance procedure January 8, 1965.

Contract Provision Involved: Appendix C, Section B of the April 6, 1962 Agreement, as amended June 29, 1963.

Statement of the Award: The grievance is denied.

BACKGROUND

Case USS-5200-S

Employees in the Galvanize Forming and Finishing Seniority Unit of Irvin Works charge that a Supervisor performed bargaining unit work on the second turns of January 6 and 7, 1965, in violation of Appendix C, Section B, of the April 6, 1962 Agreement, as amended June 29, 1963.

Prior to the week ending January 9, 1965, the Company had prepared a large order of coils for truck shipment. Unexpectedly the customer requested that 395 coils of that order be shipped by barge by a specific deadline. The coils allocated to this order had not been assembled yet but were disbursed throughout the warehouse, and it became necessary to locate these coils expeditiously. In addition, the change in transportation method required that additional shipping tags be affixed.

On January 6, 1965, grievant Brier worked as a Truck Driver, assembling coils for the order. He observed Turn Foreman Stevick "hustling" up and down the warehouse looking for lost coils, double-checking identity, and inspecting for damage. When it became evident that the one Expediter, scheduled in the department on day turn, would not be able to prepare all additional tickets during the day turn of January 6, he was doubled over and worked for an additional eight hours.

Turn Foreman Stevick returned to work in the morning of January 7. He found that all tags had been completed by the Expediter and placed on coils except for about 100 tags for coils destined for a specific plant of the customer. Stevick picked up the tags, took a clipboard, went out on the floor and upgraded employee Slonecker to Expediter from the job of Laborer. For a short time Stevick and Slonecker worked together in the location of the coils and their tagging. Then Slonecker proceeded on his own while Stevick continued to locate coils and to supervise the preparation of the order.

After about four hours, Slonecker had completed his temporary assignment, but had been unable to locate ten coils. Slonecker was then assigned to Loader Helper for the balance of the turn.

In the afternoon of January 7, Stevick was observed by a Grievance Committeeman moving about the warehouse with the clipboard which suggested that Stevick performed Expediter's functions.

The Union takes the position that a Laborer should have been stepped up to the job of Expediter during the day turn of January 6, 1965, and that Slonecker should have been retained in the job of Expediter for the remainder of the day turn on January 7, 1965.

The record shows that, normally, Foremen do not check coils for damage but are notified of damage either by the Loader Helper, the Shipper, the Tractor Operator, or other employees.

Grievant Brier testified as follows on the location of lost coils:

"And these coils cannot be found. The expediter has a bulletin and can't find five or six coils, we will say.

"So what does he do? He gives it to the shipper and says he cannot find six coils in the warehouse.

"So the shipper in his turn will go through the department looking, because he is very familiar with it. These people that are familiar

"with looking for a certain coil or certain size or certain amount of coils, is very easy to them, you know, they are very quick about it.

"Now, if the shipper cannot locate these coils, he, in turn, turns the bulletin over to the stocker.

"If the stocker can't locate these coils, he may turn the bulletin back to his turn foreman or give it to me, either one.

"If he turns it back to his foreman it will still come back to me and I will have to go from department to department looking for this material.

"Once in a while if a coil is lost or a sheet of steel, the supervisor has looked in the unit, in the unit itself, but when it comes to leaving the unit, the tractor operator is sent on a multitude of jobs like this, some of them that I am sure wouldn't even be his work, but he still does it."

Brier also testified that Stevick had not performed any bargaining unit work after the grievance had been filed.

FINDINGS

There can be no doubt that the sudden switch from truck to barge shipment of a large number of coils taxed the Finishing Department on January 6 and 7. Normally, problems arising in the preparation of shipments are handled by a number of employees, including Stockers, Shippers, Expeditors, and Truck Drivers, with the Foreman as the ultimate source of supervision and direction.

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On the day turns of January 6 and 7, Stevick, in his desire to prepare the shipment as promised to the customer, went out in the warehouse and looked for potential problems. Normally, he would concern himself with such problems only after he had been advised of their existence by bargaining unit employees. There can be no doubt that he stepped into the shoes of Stocker, Shipper, and Expediter. Stevick was characterized by grievant as follows:

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"Like myself, he is a pretty busy worker, we are both pretty good hustlers...."

However, Stevick overstepped the boundary line of any given bargaining job only sporadically and under exceptional circumstances.

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Section B of Appendix C of the Agreement provides as follows:

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"B. Supervisors Working

"Any supervisor at a plant shall not perform work on a job normally performed by an employee in the bargaining unit at such plant; provided, however, this provision shall not be construed to prohibit supervisors from performing the following types of work:

C-12

- "(a) experimental work; C-13
- (b) demonstration work performed for the purpose of instructing and training employees; C-14
- (c) work required by emergency conditions; and C-15
- (d) work which is negligible in amount and which also, under the circumstances then existing, it would be unreasonable to assign to a bargaining unit employee. C-16

"Work which is incidental to supervisory duties on a job normally performed by a supervisor, even though similar to duties found in jobs in the bargaining unit, shall not be affected by this provision." C-17

The Company points to marginal paragraphs C-14, C-16, and C-17 in justification of Stevick's actions on January 6 and 7. Since Stevick instructed Slonecker only for about twenty minutes in the morning of January 7, it is evident that Stevick's actions on January 6 and on the balance of the day turn on January 7, cannot be covered by the provisions of marginal paragraph C-14. During that time, Stevick performed some bargaining unit work of several jobs, but it was negligible for any given job and brought his actions under the exception of marginal paragraph C-16. Also, the record does not justify a finding that it would have been reasonable to assign a

bargaining unit employee to any of the work performed by Stevick under the specific circumstances existing on January 6 and 7, 1965.

AWARD

The grievance is denied.

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Findings and Award recommended pursuant to Section 7-J of the Agreement, by



Peter Florey
Assistant to the Chairman

Approved by the Board of Arbitration



Sylvester Garrett, Chairman