

BEFORE THE ARBITRATOR

 In the Matter of the Arbitration :
 of a Dispute Between :
 :
 INTERNATIONAL BROTHERHOOD OF :
 BOILERMAKERS, IRON SHIPBUILDERS, : Case 15
 BLACKSMITHS, FORGERS & HELPERS, : No. 44573
 LOCAL LODGE 487, : MA-4692
 :
 and :
 :
 KEWAUNEE ENGINEERING CORPORATION :
 :

Appearances:

Mr. Howard L. Cole, Representative, International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers & Helpers, Local Lodge 487, 2400 E. Devon, Suite 218, Des Plaines, Illinois, appearing on behalf of the Union.
 Godfrey & Kahn, S.C., by Mr. Dennis W. Rader, Regency Office Center, 333 Main Street, Suite 600, P.O. Box 13067, Green Bay, Wisconsin.

ARBITRATION AWARD

International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers & Helpers, Local Lodge 487, hereinafter the Union, and Kewaunee Engineering Corporation, hereinafter the Company, are parties to a collective bargaining agreement which provides for final and binding arbitration of grievances. Pursuant to a request for arbitration the undersigned was appointed by the Wisconsin Employment Relations Commission to arbitrate a dispute over the performance of bargaining unit work by supervisors. Hearing was held in Kewaunee, Wisconsin on November 27, 1990. A stenographic transcript of the proceedings was prepared and received by the undersigned by January 7, 1991. Post-hearing arguments were received by the undersigned by February 7, 1991. Full consideration has been given to the evidence, testimony and arguments presented in rendering this Award.

ISSUE:

At the onset of the hearing the parties agreed to leave framing of the issue to the undersigned. The undersigned frames the issue as follows:

Did the Company violate Article XI, Section 2 when foreman and supervisory employes performed on-site inspections and the paperwork related thereto? If so, what is the appropriate remedy?

PERTINENT CONTRACTUAL PROVISIONS:

. . .

MANAGEMENT
ARTICLE III

Section 1. The Company shall have the right to exercise its functions of management, among which shall be the right to hire new employees and direct the working force, to suspend or discharge for cause, to lay off employees because of lack of work, require employees to observe reasonable Company rules and regulations, to decide the product to be manufactured, the schedule of production including the means and processes of manufacturing. None of these functions or prerogatives shall operate contrarily to other provisions of this agreement nor to be used for the purpose of unjust discrimination against any employee.

. . .
SUPERVISION
ARTICLE XI

Section 1. A foreman shall be an employee of the Company who:

- (a) Is in general charge of a department of shop.
- (b) Makes independent decisions as to operations.
- (c) Is charged with carrying out the Company policies.
- (d) Has the right to hire and discharge employees.

The foremen are not subject to the terms of this Agreement, except as provided for in Section 3 of this article. A list of foremen shall be furnished to the Union and such list shall be kept posted and kept current.

Section 2. Foremen and supervisory employees above the rank of leadmen shall perform no work except for the purpose of demonstrating, instruction and checking work performed by other employees, however, this section shall not be construed to mean that the foreman or supervisory employee can in effect replace or dilute the employees rights as outlined in Section 4 o this Article. (Emphasis added)

Section 3. Employees advanced to foremen's positions shall be on leave of absence and shall retain their employee status for a trial period not to exceed sixty (60) days provided they remain members in good standing in the Union.

Section 4. Leadmen, inspectors and instuctors are subject to the terms of this agreement. It is agreed lead people may perform some production work. However, the primary function of lead people are; coordination of the work for the group which they lead, the necessary paper work involved in the various operations of each job, the relaying of the orders to his group from the supervisor, and assisting and instructing other employees within his group in the operation of their particular jobs. They shall accumulate seniority in their classifications while acting in this capacity and shall be laid off and recalled in order of their seniority in their classification.

BACKGROUND:

The Company operates a manufacturing operation in Kewaunee, Wisconsin. The instant matter concerns a dispute over the inspection of work and the completion of an inspection tag. Inspectors hired by the Company have the following duties:

. . . must be able to interpret fabrication and machining drawings and inspect parts to assure conformance to specifications; have a basic knowledge of fabrication and machining; be able to utilize hand held measuring equipment; micrometers, calipers to verify machine dimensions; have the ability to complete the documentation (paperwork) to satisfy customer requirements.

When an inspector examines a product manufactured by the Company and determines that the product does not meet specified requirements the inspector completes a Reject Tag. This document is attached to the product and a copy is routed to various departments of the Company. The Reject Tag has a place on it for both on inspector's signature and a foreman's signature. Commencing in 1989 on the Company's product line, when an employe on the line, during the performance of his duties, realized he made a mistake, he informed the foreman of the line who then informed the Fabrication Supervisor. The Fabrication Supervisor would then meet with the employe, the employe would verify the error or problem, and then the Fabrication Supervisor would complete a Reject Tag. In addition, when a customer returns a product to the Company because of a problem, a supervisor verifies the problem and completes the Reject Tag.

At the hearing in the instant matter the Company presented the following chart identifying supervisors and known Reject Tags they had completed:

	<u>1988</u>		<u>1989</u>		<u>1990</u>
J. Peot	1	J. Peot	42	J. Peot	75
		P. Anderson	1	W. Milz	2
		W. Milz	2	B. Haack	2

	G. Ullman	1	D. Rodrian	2	
Total	1	Total	46	Total	51

On August 21, 1990 the Union filed the instant grievance alleging the Company had violated the collective bargaining agreement by having supervisors perform bargaining unit work belonging to inspectors. Thereafter, the grievance was processed to arbitration in accordance with the parties' grievance procedure.

UNION'S POSITION:

The Union contends that the Company's supervisors are performing bargaining unit work of inspection. The Union argues that it does not believe that given the 128 incidences identified by the Company that supervisors have not crossed over the magic line and used a caliper or tape measure or taken a look by putting their bodies in awkward positions to inspect a product. Further, that the completion of Reject Tags is in the jurisdiction of inspectors. The Union reaches this conclusion based upon the fact that there is a specific line on the Reject Tag for inspectors to sign.

The Union also argues that if a foreman is alerted to a problem he can sign the Reject Tag but he should then have an inspector verify the problem. The Union also argues that in particular the Reject Tags completed by Supervisor Peot demonstrates that supervisors are performing the bargaining unit work of inspectors.

The Union would have the undersigned sustain the grievance.

COMPANY'S POSITION

The Company contends that the collective bargaining agreement allows the Company to establish accounting procedures to determine plant losses during the production process. In particular, the Company points to Article III and the phrase, "...including the means and processes of manufacturing", in support of its position. The Company also argues that management has the sole right to determine if work is to be redone. Thus, if an error is brought directly to the attention of management there is no need to have an intermediary inspection because if the problem is apparent the only issue left is how to deal with the problem. In essence, the Reject Tag serves two functions, one for accounting and one for use by inspectors.

The Company acknowledges the fact that in general the inspection of product is a function of labor. However, the Company argues, inspectors are not the only employes capable of knowing when an error has taken place. Any employe, as well as a customer, can determine when an error has occurred.

The Company also points out that Article XI, Section 2, specifically allows foreman and supervisors to check the work performed by other employes. The Company argues that once an employe identifies a problem to a supervisor this language clearly allows the supervisor to check the work and fill out a Reject Tag.

The Company also asserts that the completion of a Reject Tag clearly is a tool used by Management for accounting purposes. The Company points out the Union presented no evidence to refute this position. In effect, Reject Tags are filled out to account for the cost of certain jobs. Although inspectors are involved in the review of work performed in the plant, it is not necessary for an inspector to be involved in the process if an employe discovers his or her own problem. Further, the Company asserts, it is an employe's responsibility to do a first instance inspection, particularly when under some governmental contracts employes are required to verify dimensions of a product during the manufacturing process. The Company reasserts that once an error is reported to the Company, either by an employe or a customer, it becomes a management function to account for the error, direct the method of correction and to determine appropriate costing measures to be implemented. The fact that the Company uses the Reject Tag to perform this function does not nullify the use of the Reject Tag as an inspection tool. The Company concludes that the Union has presented no evidence which would demonstrate management is performing work in violation of the agreement between the parties.

Finally, the Company also points out that the use of Reject Tags by management was known by the employes for some time prior to filing of the instant grievance.

The Company would have the undersigned deny the grievance.

DISCUSSION:

The collective bargaining agreement, Article XI, Section 2, clearly provides that the foreman and supervisors employed by the Company may check the work performed by employes. In effect, the work performed by inspectors is the same task. Thus such duties are overlapping in jurisdiction. However, the collective bargaining agreement clearly permits foreman and supervisors to

perform this task. Thus, even if a foreman or supervisor used a caliper or tape measure, the complained of activities herein, such tools may be necessary in order to check the work of employes. Particularly herein where the evidence demonstrates that foreman and supervisors are checking work only when problems have been identified by employes or customers. Given the clear language of Article XI, Section 2, the undersigned finds that the complained of actions of management in inspecting problems identified to management by employes and customers clearly falls within the purview of checking the work of employes.

The undersigned also finds that the completion of the Reject Tag by management personnel also does not violate the collective bargaining agreement. As the Company pointed out, completion of this form serves more than one purpose. One purpose is to determine why a product had to be rejected. Inspectors only fill out this portion of the tag. If the rejected item is to be reworked, scrapped, or otherwise dealt with it is a management function to determine and a task not performed by inspectors. The fact that management fills out the form when it has checked a product clearly falls within the purview of allowing supervisors and foremen to check work and to keep a record of such a function. Article XI, Section 2, clearly allows the Company to perform such a task.

Based upon the above and foregoing, and the arguments, evidence and testimony of the parties, the undersigned concludes no contract violation has occurred. The grievance is therefore denied.

AWARD

The Company did not violate Article XI, Section 2 when foremen and supervisors performed on-site inspections and the paperwork related thereto.

Dated at Madison, Wisconsin this 8th day of July, 1991.

By Edmond J. Bielarczyk, Jr. /s/
Edmond J. Bielarczyk, Jr., Arbitrator