

In The Matter Of: :
: :
INLAND STEEL COMPANY : :
: :
And : :
: :
GRIEVANCE NO. 1525 :
: :
ARBITRATION NO. #20 :
UNITED STEELWORKERS OF AMERICA : :
LOCAL UNION NO. 1010, C.I.O. :

REPORT AND AWARD OF THE ARBITRATOR

Introduction

In response to a request from the parties that an arbitrator be appointed to decide a number of grievances, the War Labor Board, in a letter dated August 27, 1945, informed the parties that the undersigned had been appointed and that his award was to be final and binding upon them. Pursuant to this authorization, the arbitration hearing was held in the offices of the plant at East Chicago on September 24, 1945. Following the hearing, additional data were filed with the arbitrator as authorized by him.

The Grievance

Grievance of O. Satterblom and A. Sladcik who request 36" Motor Inspector's rate while working in the 36" mill.

UNION'S CONTENTIONS

The two employees involved in this dispute should receive the rate of the 36" Mill Motor Inspector for work done in the 36" Mill. This rate is guaranteed by the Agreement, Article IV, Section 5 (1942). According to this section, when an employee works temporarily on a job with a higher rate than his own, he receives the higher rate. The workers coming from the 19" Mill and working at times in the 36" Mill do precisely the same work as is done by the 36" Motor Inspectors. In fact employees in the last-named classification submitted a statement to the arbitrator to that effect. It is also contended that the two employees concerned - Satterblom and Sladcik - do not work under the 36" Mill Inspectors, rather they work on their own responsibility alongside of them. They are in no sense to be regarded as helpers therefore.

COMPANY'S CONTENTIONS

The Company grants that at times these men from the 19" Mill, when working in the 36" Mill, do the same physical work as the 36" Mill Motor Inspectors. But this work does not represent all of the duties and responsibilities of the latter job. For example, the 19" Mill men come to the 36" Mill usually when both mills are down. This makes possible the completion of needed repairs. But this also indicates that the mill is not operating and does not demand the attention, alertness and responsibility which are demanded when the mill is in operation. The two employees in question do not average more than one hour a day in the 36" Mill when this mill is in operation. The rate

for the Motor Inspector job in this mill takes into account not only physical tasks but also the responsibility during the entire operating time of the mill when steel is being produced which bears a fundamental and important relation to the operation of the other mills, for the uninterrupted functioning of the mill. This total requirement determines the rate.

As to the section of the Agreement used by the Union to support its argument with respect to this grievance, this clearly refers to the replacement of an employee having a higher rated job by an employee with a lower rated job. The sentence "an employee working on a regular job ordinarily filled by someone else, shall be paid the rate of the job," simply means that an employee who takes the place of another employee who is absent from his job shall receive the rate of the job. In the instant case the 19" Mill men do not replace, rather they assist, the 36" Mill men. And in assisting, usually when the mill is down, they do not have any responsibility for the mill's continuous operation.

DISCUSSION

The evidence makes two points clear to the arbitrator: The Contract does not apply in this case, as far as the cited Article is concerned; and the 19" Mill employees neither replace nor fully carry the responsibilities of, the 36" Mill Motor Inspectors. The language of the Agreement, Art. IV, Sec. 5, definitely means that only an employee who works on a job which at other times is filled by someone else is covered. The parties to the 1942 Contract evidently intended to provide for cases of assignment to a job which had been temporarily vacant and which had to be filled by another employee who would take over all of its duties and tasks.

It is apparent that the two 19" Mill Motor Inspectors work in the 36" Mill largely when it is down. It is difficult to understand how they could take over or even share the responsibility for keeping this mill running, since they are seldom even present when it is running. The making of maintenance repairs to motors and other equipment is quite a different matter from maintaining actual operation.

THE AWARD

The request of the Union that O. Satterblom and A. Sladzik receive the pay of 36" Mill Motor Inspectors when working in the 36" Mill is here-with denied.

O.J. BAAB
ARBITRATOR

November 3, 1945.