

INLAND STEEL COMPANY  
AND  
UNITED STEELWORKERS OF AMERICA, LOCAL UNION NO. 1010

GRIEVANCE NO. 12-C-141

DECISION OF ARBITRATOR

INTRODUCTION

The management of the Indiana Harbor Works of the Inland Steel Company and Local Union No. 1010 of the United Steel Workers of America, CIO, having been unable to settle the Grievance No. 12-C-141, in accordance with Step No. 4 under Section 2, Article VIII, entitled "Adjustment of Grievances", of the Agreement between the Company and the Union, dated July 30, 1952, the matter was submitted to the undersigned, as arbitrator, on Wednesday, September 30, 1953.

The hearing was held in a conference room of the Inland Steel Company, Indiana Harbor Works, East Chicago, Indiana, with

Mr. W. T. Hensey, Jr., Assistant Superintendent, Labor Relations  
Mr. W. A. Dillon, Divisional Supervisor, Labor Relations  
Mr. J. W. Hendricks, Divisional Supervisor, Labor Relations  
Mr. A. W. Grundstrom, Senior Wage Analyst, Industrial Engineering  
Mr. J. G. Rothfuss, Assistant Superintendent, Sheet Mill and Galvanizing  
Mr. J. J. Mulligan, General Foreman, Galvanizing  
Mr. R. W. Rost, Superintendent, Sheet Mill and Galvanizing on behalf of Inland Steel Company, and  
Mr. Joseph B. Jeneske, International Representative  
Mr. Fred A. Gardner, Vice Chairman of Grievance Committee  
Mr. C. C. Crawford, Assistant Griever of Sheet Mill and Galvanizing  
Mr. William Gailles, Griever of Sheet Mill and Galvanizing  
Mr. S. Levendusky, Aggrieved,  
on behalf of United Steelworkers of America, Local Union 1010.

ISSUE

The question to be decided in the subject case was whether or not the Company was in violation of Article V, Sections 7 and 8, of the Collective Bargaining Agreement, when it denied the Union's allegation that the Continuous Galvanizing Line Stockers have been forced by Management to perform and meet the requirements of a Welder-Feeder and are only receiving the pay of a Stocker.

Article V of the Agreement deals with "Wages" and Sections 7 and 8 of the Article read as follows:

"No Basis shall exist for an employee, whether paid on an incentive or non-incentive basis, to allege that a wage rate inequity exists, and no grievance on behalf of an employee alleging a wage rate inequity shall be filed or processed during the life of this Agreement. This does not preclude an employee from filing a grievance alleging that he is performing and meeting the requirements of a given job but is not receiving the established rate for that job.

"An employee directed by the Company to take a job in an occupation paying a higher rate or rates than the rate of the occupation for which he was scheduled or notified to report shall be paid the rate or rates of the occupation assigned for the hours so worked. Where an employee scheduled or notified to report for an occupation is directed by the Company either at the start or during a turn to take for all or a part of that turn a job in an occupation paying less than the rate or rates of the occupation

upon which he was scheduled or notified to report, he shall receive the rate or rates of the occupation on which he was scheduled or notified to report while performing such lower rated work, except where such employee would have otherwise been demoted or laid off from the job for which he was scheduled or notified to report, in which cases the employee shall receive the rate or rates of the occupation assigned, subject, however, to the provisions of Section 7 of Article VI hereof."

#### BACKGROUND OF THE CASE

In May of 1951 the Company began to operate a newly-installed Continuous Galvanizing Line in Plant #1 of its Indiana Harbor Works.

Prior to starting the new unit, the Company prepared job descriptions and classifications for all the occupations.

The Union and the Company were not able to agree on these evaluations and on April 13, 1951, the Union filed Grievance No. 12-C-73, alleging that all jobs had been improperly classified.

With the exception of the Assistant Operator's job (which was re-evaluated), the grievance was denied in the first, second, and third steps. It was appealed to arbitration by the Union's Pre-arbitration Committee September 9, 1951, and held in abeyance until May 19, 1952, when it was withdrawn from the grievance procedure.

On April 5, 1952, the Union filed Grievance No. 12-C-141, alleging that the Stockers were being forced by Management to perform and meet the requirements of a Welder-Feeder, but were only receiving the pay of a Stocker. The violated cited by the Union was Article V, Sections 7 and 8 of the Collective Bargaining Agreement.

The Company's Industrial Engineering Department reviewed the description and classification of the Stocker occupation. The revised description and classification was presented to the Union on December 9, 1952. However, only minor changes were made in the job description and there was no increase in the job classification.

The grievance subsequently went into the third step, which the Company answered by stating that "With the (Welder-Feeder) assisting duties added to the Stocker's classification the occupation was credited with seven (7) points, which was equivalent to two job classes. In other words, if the present assisting duties were to be removed, the occupation would be decreased from Job Class 6 to 4 as a result."

#### POSITION OF THE UNION

The position of the Union in the above matter may be summarized as follows:

The Union never accepted nor signed the classifications of the new jobs on the Continuous Galvanizing Line except that of Sweeper Machine Operator.

When the original job descriptions were written, the Company did not know if the work division on the line was correct, because the descriptions and classifications were set up before the line was in operation.

The Stockers meet the requirements for filling the Welder-Feeder's job according to the tests established by this arbitrator in his decision on Grievance No. 20-C-39 insofar as the Stocker

- a) are required by the foreman to do this work
- b) work on the same material and equipment as the Welder-Feeder, and
- c) do the work of the Welder-Feeder a substantial percentage of the time.

On the Cold Strip Continuous Pickling Line, the Stocker does not regularly perform the duties of the Welder as he does on the Continuous Galvanizing Line, and when he does he is paid the Welder's rate.

The Company has on occasion moved up the Stocker to the Welder-Feeder's job, showing that the two jobs are closely related.

The Stocker should be placed in the promotion sequence on the same level as the Welder-Feeder because of having

- a) logical work relationships
- b) the same supervisory grouping
- c) the same geographical location

Work requirements and work assignments changed considerably from the time the jobs were originally established to the time when the line actually started operating successfully.

On April 4, 1952, the Stockers were told by management to operate the Welder-Feeder Controls which, among the other duties normally performed by the Stocker in assisting the Welder-Feeder, constitutes working as a Welder-Feeder.

The Stockers are not Stockers as such, because there is actually no Stocker occupation. Rather there are two men on the Welder-Feeder job.

#### POSITION OF THE COMPANY

The position of the Company in this case may be summarized as follows:

When the jobs of Welder-Feeder and Stocker were originally set up, the fact that one man could not operate the controls and feed the line at the same time was considered. Therefore, two jobs were described and evaluated, one the Stocker and the other the Welder-Feeder. The duties of the Stocker in working with the Welder-Feeder to feed the entry-end of the line were considered when the Stocker's job was evaluated.

Operating the entry-end controls of the line is included in the Stocker occupation and the Stockers are given credit for those duties in the classification of the job. If the duties of assisting the Welder-Feeder were removed from the Stocker's job, the rating of this job would drop from Job Class 6 to Job Class 4.

This grievance does not involve the present occupational descriptions and classifications for the Stocker and the Welder-Feeder, which are in effect in accordance with Article V, Section 6 of the Collective Bargaining Agreement and are not a part of the dispute before this arbitrator.

The primary function of the Stocker and the primary function of the Welder-Feeder have not changed since the line was installed.

The Company does not direct the Stockers to work as a Welder-Feeder because it is impossible for two men to be performing the Welder-Feeder's duties at the same time.

The Aggrieved have been performing the same duties since the line became operative in May of 1951, but it was not until April of 1952 that they filed this Grievance No. 12-C-141. The contract provided that a grievance be filed within 30 days after the supposed violation of the contract.

This arbitration is not on the promotional sequence of the two jobs in question. The promotional sequence for all jobs on the Continuous Galvanizing Line were established in accordance with the contract and approved by the Union.

By a share-thre-work agreement between the work agreement between the Stocker and the Welder-Feeder, they may exchange some duties, but the Stocker are not required to do the work of a Welder-Feeder.

The primary responsibility of operating the entry-end equipment of the line is in the hands of the Welder-Feeder, and the Stocker acts merely as his assistant.

#### DISCUSSION

The Union contends that over a period of time between May, 1951, and April 4, 1952, Welder-Feeder responsibilities were added to the Stocker's. They further contend that these Welder-Feeder responsibilities were not anticipated in the original job evaluations and consequently were not included in the job description.

The Company contends that the job requirements were not changed between the time the equipment was installed and the present time.

The original contention of the Union that the Stocker's job, as well as all other jobs on this line, were improperly evaluated, was, in effect, retracted when the Union withdrew their Grievance No. 12-C-73. This arbitration consequently does not involve the question of evaluating the Stocker's job. Rather, the question here is one of deciding, as the grievance states, whether or not the Stocker is working as a Welder-Feeder.

It is logical that within the crew for this Continuous Galvanizing Line, someone should be responsible for furnishing the steel coils to the entry-end of the line. Furthermore, it seems reasonable that someone should be held responsible for operating the entry-end equipment of the line. Both of these responsibilities might be assigned to one individual, except as in this case the amount of work involved was more than one individual could undertake.

That the company recognized from the start that the work at the entry end of the line would require two individuals is evidenced by the fact that there is included in the original list of classifications the job of Stocker, as well as Welder-Feeder.

That these individuals would have to work together as a team to feed the coils into the entry end is evidenced by the inclusion in the Stocker's job description from the very first description the following paragraphs:

"Assists Welder-Feeder in feeding, shearing and positioning ends of strip for welding; places crop ends in scrap box. Relieves during lunch period or whenever otherwise necessary.  
Assists in dressing pot.  
Assists maintenance and operating force in any way possible on all breakdown and scheduled maintenance.  
Assists in threading furnace."

Because the work at the entry end of the line required two individuals, it is reasonable that in this instance, as in the instance of other similar equipment, this responsibility should be equitably divided on as logical a basis as was possible. This division of work seems logical when one of the two individuals is held responsible for furnishing the coils to the entry end while the other individual is held responsible for operating the entry end equipment.

In any activity where two or more operators have to work as a team, it is entirely reasonable that management should so organize these activities as to hold one of the group responsible. In this case obviously both the Stocker and the Welder-Feeder could not be responsible for the duties outlined. Being responsible for certain duties does not infer that they must necessarily be done by these individuals. Responsibility for certain activities

must never be confused with performance of these activities.

In this instance the Welder-Feeder presumably is responsible for the duties as listed on the job description and supposedly performs most of them. However, included in the job description of the Stocker is the stipulation he "Assists the Welder-Feeder in feeding, shearing, and positioning ends of strip for welding." As a part of these duties, the Stocker is required to assist the Welder-Feeder; nevertheless, the responsibility for seeing that the work is done properly still rests with the Welder-Feeder.

If the Stocker was held responsible for identically the same activities which the present Welder-Feeder is held responsible for, and in addition performed the duties of a Stocker, then this Stocker's job would undoubtedly evaluate a higher number of points in the evaluation than the Welder-Feeder alone. That, however, is not a part of this Grievance. The contention in this Grievance is not that the Stocker is working as a "Stocker & Welder-Feeder", but rather that the Stocker is working as a Welder-Feeder.

The percentage of the time that the Stocker assists the Welder-Feeder is extremely small, averaging only about two minutes per each of the 15 coils normally run per turn. This time thus amounts to only approximately 30 minutes per turn.

To summarize:

1. Feeding the coils of steel into the entry end of the Continuous Galvanizing Line requires two men who must work together as a team.
2. However, only one man can perform any one of the operations at one time; for instance, they cannot both be operating the controls simultaneously.
3. Furthermore, only one man can be held responsible for operating the entry-end equipment; that man is the present Welder-Feeder.
4. The man presently working as the Stocker is not held responsible for operating the entry-end equipment of the line, but instead is required only to assist the Welder-Feeder, a duty which has been included in his job description since the line was established.
5. The time which the Stocker spends in assisting the Welder-Feeder is a very small percentage of his entire working day.
6. The Stocker has as his primary function to "Furnish steel coils to entry end of line", a function which would be left unassigned if the present Stocker were to work as Welder-Feeder.

In view of the above, I find that the Stocker is not working as a Welder-Feeder on the Continuous Strip Galvanizing Line.

#### AWARD

I, therefore, hold that the Company was not in violation of Article V, Sections 7 and 8, of the Collective Bargaining Agreement, when it denied the Union's request to compensate the Continuous Galvanizing Line Stockers at the same rate of pay as the Continuous Galvanizing Line Welder-Feeders.

/s/ S. J. Fecht  
S. J. FECHT, ARBITRATOR

January 13, 1954