

INLAND STEEL COMPANY	)	
- and -	)	Grievance No. 8-F-2
	)	Docket No. IH 80-80-11/20/56
UNITED STEELWORKERS OF AMERICA)	)	Arbitration No. 197
Local Union No. 1010	)	Opinion and Award

Appearances:

For the Company:

T. G. Cure, Assistant Superintendent,  
Labor Relations  
Robert Smith, Assistant Superintendent,  
Industrial Engineering

For the Union:

Cecil Clifton, International Staff Representative  
Fred A. Gardner, Chairman, Grievance Committee  
S. Logan, Acting Vice Chairman, Grievance Committee  
William Young, Grievance Committeeman

The grievance, filed by "Repairmen -- Hot Bed and Finishing" alleges that the aggrieved are performing Millwright work at Repairmen rates; that the Company is working the aggrieved without the direction of a Millwright; that the aggrieved are held responsible for all jobs on breakdowns, major repairs and emergencies; and that no Millwright is assigned with these Repairmen. The relief requested is that the Company "pay aggrieved Millwright's wages for performing these duties."

The Union cites Article V Section 7 of the 1956 Agreement which reads as follows:

"Section 7. 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."

The Union contends that it is not among the job duties of Repairman -- Hot Bed and Finishing "to work without direction from the Millwright, Plant 2 Mills \* \* \* to inspect equipment for loose, worn, or defective parts, misalignment \* \* \* to locate and diagnose trouble and determine material and replacement needs or the most expedient method of making repairs." It is pointed out that these duties are not included in the job description of Repairman -- Hot Bed and Finishing and that they are included in the job description of Millwright, Plant #2 Mills.

The Union, while alleging the performance of miscellaneous duties which it claimed to be within the Millwright's description and not within the Repairman's did not produce any testimony as to how often these specific duties were performed by Repairmen, under what circumstances, or the degree of general supervision or direction provided to the Repairman. The Union relied mainly upon the fact that a Repairman "testified" to facts at the third step hearing. Inasmuch as the Company denies many of the alleged facts and disputes the inferences to be drawn from others, I cannot base my decision on evidence not given before me at the arbitration hearing. The elements of a fair hearing include normally the opportunity for cross-examination before the tribunal judging the facts. Acceptance by me of the facts referred to by the Repairman at the third step, where they are disputed or questioned, as in this case, and where the witness is not unavailable, would be a dubious practice.

A Grievanceman testified that he saw Repairmen doing work that used to be done by Millwrights. It is evident to me that the job description of the Millwright, Plant #2 Mills covers a considerable range of duties, some of which are also within the job description of the Repairman -- Hot Bed and Finishing. There are significant differences, however, in their responsibilities and skills. The mere fact that a Millwright performs work on one day which a Repairman might perform on another is not sufficient basis for claiming Millwright's wages. The job descriptions make it clear that the Millwright is directed by the Mechanical Foreman, and that he directs and works with others, including Repairmen on certain types of work. The Repairman's job description says that he is directed by the Millwright. The Millwright has responsibilities and work duties which go far beyond those of the Repairman. It is stated that his "Primary Function" is to

"Inspect, repair, install, adjust and maintain the Plant #2 Mills mechanical equipment."

The Repairman under discussion here has duties with respect to the Hot Bed and Finishing which is only a part or a unit of the 28" Mill, and which in turn is only one of the mills within the designation Plant #2 Mill. It is evident that the Millwright job is not only broader in its geographical

coverage but also reflects a fuller range of skills and responsibilities than that of the Repairman. It is also evident that within the area of the normal activities of the Repairman the Millwright might well perform some tasks identical to those which the Repairman might perform, with or without the direction of a Millwright.

The overlapping responsibilities in the job duties of these two occupations are not the result of chance or unconscious historical development but the consequence of a carefully considered and deliberate general overhaul and reorganization of the Mechanical and Electrical Divisions of the Plant #2 Mills agreed to by both parties on March 23, 1956. The job descriptions under discussion bear the effective date of March 26, 1956.

It should be observed that this is not a case in which it is urged that Repairman's job description does not properly mirror or represent the activities of the incumbents. In such a case procedures for relief are afforded by Article V Section 6. Neither is this a case in which an individual alleges and proves, under Article VI Section 3 that he was "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." In such situation Article VI Section 3 states that he shall be paid "the rate or rates of the occupation assigned for the hours so worked." (Underscoring supplied). Article V Section 7 provides, moreover, that when an employee is "performing and meeting the requirements of a given job but is not receiving the established rate for that job" he may grieve. These last cited provisions apply, in one of two circumstances: (a) when it is proved that the employee was assigned to perform, generally, the duties of the higher rated job, or, (b) when he is assigned to perform a task distinctly characteristic of the higher rated job rather than of his own occupation, as measured by the respective job descriptions and the practices developed under these descriptions. In either of these circumstances, it can fairly be said that he was "performing and meeting the requirements of a given job" (occupation) or that he was "directed \* \* \* to take a job in an occupation paying a higher rate."

The record in this case does not meet the requirements of such proof. There is some evidence that from time to time a Repairman may have performed one or another of the job duties of a Millwright. There is no claim in the grievance notice for pay at the higher rate for the specific occasions in the past when this might have been done but a general request by all Repairmen in the unit to be paid "Millwright wages for performing these duties."

There is not a clear factual showing that Repairmen have worked on specified breakdowns, major repairs and emergencies in the absence of a Millwright or without the general

direction of a Millwright. Nor can one find proof in this case that Repairmen have performed other duties peculiar to the Millwright's description, as distinguished from those of the Repairman. Consequently, on this record it cannot be found that Repairmen have been "directed \* \* \* to take a job in an occupation paying a higher rate" or that they have been "performing and meeting the requirements of a given job."

The Union's prehearing brief requests the payment of "the Millwright rate to any Repairman, or other employee who is required to perform the duties of Millwright"; but this is already required by the cited provisions of the Agreement. Upon an appropriate factual showing an employee or group of employees would be entitled to such relief by force of the existing provisions of the Agreement, and it is not necessary or prudent to restate such provisions when they are perfectly clear.

AWARD

The grievance is denied.

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Peter Seitz,  
Assistant Permanent Arbitrator

Approved:

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David L. Cole,  
Permanent Arbitrator

Dated: September 16, 1957