

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA  
Local Union 1010

Grievance No. 16-F-50  
Docket No. IH-210-205-8/20/57  
Arbitration No. 244

Opinion and Award

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations  
J. Borbely, Divisional Supervisor, Labor Relations  
R. L. Williams, General Foreman, Mechanical Division,  
Cold Strip Department

For the Union:

Cecil Clifton, International Staff Representative  
J. Sargent, Grievance Committee  
Al Garza, Vice Chairman, Grievance Committee

The Union charges a violation of Article VI, Section 8 by reason of the Company's failure to fill the jobs of the Leader and First Class Machinists in the Crane Machinist crew on their days off, or, in the alternative, of Article VI, Section 3, for not paying other Machinists for taking jobs in occupations higher-rated than their own. Involved are Crane Machinists on the day turn.

There are several cases raising similar or related issues now pending, and some fundamental questions are presented.

Article VI, Section 8, states:

"In the exercise of its rights to determine the size and duties of its crews, it shall be Company policy to schedule forces adequate for the performance of the work to be done. When a force has been scheduled and a scheduled employee is absent from a scheduled turn for any reason, the Company shall fill such a vacancy in the schedule in accordance with the provisions of Article VII, and if the schedule cannot be so filled, the Company shall call out a replacement or hold over another employee, unless the work to be accomplished by or assigned to the short crew can be modified so that it will be within the capacity of such short crew."

It is noteworthy that the above Section mentions the Company's "rights to determine the size and duties of its crews." This refers back to Article IV, Section 1, the Plant Management provision of the contract, and the Union does not dispute this basic right. The Section also directs that it "shall be the Company policy to schedule forces adequate for the

work to be done." The Union insists, and it is clearly correct in doing so, that it may question whether the Company in any given instance has observed this mandate. In essence, this is the heart of this case.

Therefore, may it be said that the Company failed, under the facts complained of in this grievance, to schedule forces adequate to perform the work to be done?

The issue relates solely to the steady day crew. The Company also has three crews assigned on a rotating shift basis. Each of these crews has two men, one First Class Machinist and one Second Class Machinist. Their main purpose is to be available to handle breakdowns or other emergencies. Prior to September 3, 1951, no Crane Machinists were assigned to the 12-8 turn, but three-shift coverage was arranged at that time and it has continued ever since. When a member of one of these crews is not present a replacement is obtained by the Company.

On the steady day turn there is a much larger crew. It includes a Leader, a First Class Machinist, six Second Class Machinists, and one Crane Machinist Handyman. Each of these crew members obviously must be scheduled off duty two days in each seven, so that the size and complexion of the crew varies. The Company's scheduling practice has generally been to have a rotating crew assigned to the day turn when the steady day crew is depleted or small, and to see that there is always at least one First Class Machinist on duty on every turn. Sometimes there are two, and the Leader as well.

The day crew devotes 75% of its time to the preparation of parts and supplies that will be needed in the future, devoting the remainder of its time to lubrication and inspection work. When there is a major breakdown the men are taken off the preparatory type of work. For more than six years it has been the practice of the Company not to provide a replacement for the Leader or the First Class Machinist on their days off. The total size of the Crane Machinist complement has risen from early 1951 to the date of this grievance, from 11 to 17, partly because of the desire to have round-the-clock coverage, and for other reasons as well. During this period, the number of cranes has remained almost static (44, as compared with 43 in 1951), and the amount of auxiliary equipment has not varied materially.

No evidence was offered to indicate work overload on the employees, nor that the needed work has suffered in the slightest for lack of manpower. On the contrary, it was shown that sufficient preparatory-type work has been accomplished to have on hand approximately one month's supply ahead at all times. This must result in the finding of fact that the Company has observed the contractual direction to have a policy of scheduling forces adequate to perform the work to be done.

The other question presented by this grievance relates to the Company's obligation to pay employees for doing work of a higher-rated occupation when they are directed to do so. This obligation is set forth

in Article VI, Section 3, in the following language:

"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 Sections 5 and 6 of this Article VI.

The Union's general view is that when the First Class Machinist, or the Leader, are absent the remaining Second Class employees must necessarily be performing their work and should therefore be upgraded and paid accordingly. There are several weaknesses in this contention. First, the job descriptions of the First and Second Class Machinists have overlapping duties and to a considerable extent the First Class man performs work falling within the Second Class description. If a Second Class Machinist performs such work during the absence of the First Class man he is still doing work of his own occupation and classification and is not entitled to be upgraded at such times. The employees failed to indicate what duties peculiarly of the First Class Machinist type they are required to do on such occasions. Second, Article VI, Section 3, calls for the Company to direct the employee to take a job in a higher paying occupation, or to assign him accordingly, in order for him to be able to claim the higher rate of pay. No such direction or assignment was involved in this grievance; there is an absence of any such evidence. Third, there is a complete lack of specific information on which to support such a money claim. The individuals involved, the times in question, the duties entailed for which such pay is claimed, are not pointed out in any evidence submitted at the hearing.

By contrast, on the rotating shifts employees are specifically assigned to First or Second Class Machinist jobs, and when one is absent his place is filled. When a Foreman is to be absent for a period of time, as on vacation or sickness, the Machinist Leader is assigned to the Foreman's job, for the purpose of making out work sheets, and doing certain planning, and there is then no question under Article VI, Section 3. A general and vague allegation, however, cannot support a claim under the precise provisions of this Section.

AWARD

This grievance is denied.

Dated: March 25, 1958

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David L. Cole  
Permanent Arbitrator