INLAND STEEL COMPANY	)	
	)	Grievance No. 10-F-8
- and -	)	Docket No. IH 232-226-10/28/57
	)	Arbitration No. 256
UNITED STEELWORKERS OF AMERICA	)	
Local Union No. 1010	)	Opinion and Award

Appearances:

For the Company:

L. E. Davidson, Assistant Superintendent, Labor Relations
R. Smith, Superintendent, Wage & Salary Administration
M. S. Riffle, Divisional Supervisor, Labor Relations
L. Lehmkuhl, Electrical Foreman, Plant #1 Mills
D. Gott, Industrial Engineer

For the Union:

Cecil Clifton, International Representative
Fred Gardner, Chairman, Wage Rate and Inequity Review
Joseph Wolanin, Acting Chairman, Grievance Committee
William Bennett, Grievance Committeeman

Three individuals filling the payroll title of Motor Inspector Leader (Index No. 51-0403) in the Electrical Unit of the #1 Blooming Mill Department of the Plant #1 Mills filed their grievance on June 10, 1957 alleging:

> "The aggrieved employees contend they are compelled by the Company to make electrical repairs in areas other than their assigned areas of work. This is due to scheduling of inadequate forces in those areas to which they are compelled to make said repair."

The relief sought is that

> "The Company discontinue the practice of sending these people outside their scope of work."

As in other cases that have been appealed to the arbitration procedure, it developed at the hearing that there was considerable confusion in the minds of each of the parties as to the position of the other. For example, because the Union at the third step hearing had asserted that the occasions in which the grievants had been assigned to "lead" in mills of the Plant #1 Mills (other than the #1 Blooming Mill) in recent years had increased to a considerable extent, a considerable part of the Company's case was devoted to meeting this contention. The direction of the argument of the

Union, however, as disclosed in the testimony of the witness it called, indicated that this was not the principal theory of the grievance. As thus developed it appeared that the Union was taking the view that the Motor Inspector Leaders were attached to the #1 Blooming Mill by the job description applicable to their occupation and were not assignable by the Company to other mills or to work on electrical installations in the Plant #1 Mills *premises except for "emergencies".* In this Union testimony, "emergencies" was described as fire, severe flood and other similar catastrophe or disaster. At the close of the hearing, in response to the Arbitrator's questions as to whether assignments could be made to areas other than the #1 Blooming Mill under other circumstances, the Union representative stated that Leaders could be assigned elsewhere to work on major breakdowns or foreseeable major repair jobs, but not on regular recurring repair or maintenance jobs. This seemed not entirely consistent either with the witness-testimony nor the position which the Company asserted the Union had put forth at the third step meeting.

The position of the Company was that it was "traditional" for Leaders to be assigned out of the #1 Blooming Mill to other areas in the Plant #1 Mills. Its principal witness on the practices and usages of the past also stated, as did the Union witness, that this was only done in cases of "emergency" but he defined the term as meaning any situation in which a Motor Inspector located elsewhere was unable to cope with a task or problem and required the direction or assistance of a Leader.

The Union argument relied heavily on the language of the Leader's job description which it interpreted as supporting its position as described above. *The Company's argument depended on* the testimony of its Electrical Foreman in the #1 Plant Mills, who had previously been a Leader and a "B" Motor Inspector, as demonstrating that the "tradition" of assignments was much broader than that testified by the Union witness. It also called as its own witnesses two Leaders who are grievants in this proceeding. Their testimony was not very precise but tended to support the Company's view of what constituted an emergency. The Company frankly conceded the absence of clarifying language in the job description to support its thesis as to the broader ranging scope of permissible assignments, but relied on the special circumstances *under which agreement had been reached* on Leaders' job descriptions and that it was well understood by the parties that the Leader title and pay was given to the occupation in 1950 (retroactively to 1947) because the previous occupation (Senior Motor Inspector) traditionally performed Leader's duties not only in the #1 Blooming Mill but in other areas of Plant #1 Mills.

The record in this case compels the conclusion that the parties have misconceived the breadth and the dimensions of each others' positions. This may be due, in substantial degree, to some inconsistencies in the Union's claims. For example, although the Union seemed to have argued in the grievance steps and to some minor extent at the hearing that there was a significant increase in outside assignments to Leaders (which the Company sought to

refute with a survey for the period May 5, 1957 - December 31,1957) due to insufficient manning and inadequate scheduling in the units to which they were assigned, one of the grievants called as a witness by the Company testified to the contrary. He stated that the Leaders were annoyed by too frequent calls to outlying units and when they arrived learned that the work was well in hand and they should not have been called in the first place. This suggests the possibility that one of the underlying bases of the grievance, despite its phrasing, is not the right of the Company to assign to outlying units for emergencies of a non-catastrophic character, but, rather, a faulty exercise of judgment by foremen in calling them to such units to act as Leaders.

Further, the record is less than entirely satisfactory in the following respects: A) Although the Union seeks an award in arbitration enjoining the Company from "discontinuing the practice of sending these people to places outside their scope of work" it did not particularize in testimony or otherwise what assignments (as representative of those to which it objected) were to be enjoined. Clearly, the testimony of the Union witness that the only outside assignments permissible were the kind of catastrophic emergencies to which he referred went far beyond the Union representative's statement with respect to forseeable major breakdowns and other conditions. The Union witness and grievant did not specify any particular assignment he received as being improper and impermissible so that the Arbitrator, if he should hold for the Union might know how to phrase his injunction. B) The Company stressed the "traditional" aspect of assignments; but in response to questions was unwilling or unprepared to identify precisely what kind of assignments outside the #1 Blooming Mill it was traditional to give to Leaders. The impression was conveyed to the Arbitrator, if not to the Union, that it had in mind some definition and identification of assignments appropriate to Leaders, but whatever it may have been is not reflected in the record.

A careful consideration of the record leads to two conclusions. First the issue has not been framed or developed in the grievance procedure or by testimony and argument at the hearing in such a manner as to enable the Arbitrator to formulate a meaningful award. If the decision were to be for the Company and the grievance were to be dismissed there would still be no way of knowing the scope and character of the Leader assignments that might be made for work outside the #1 Blooming Mill. Presumably, they would have to conform to "traditional" practice, but what that may be is not at all clear. If, on the other hand, the decision were to be for the Union and the grievance were to be granted, the Arbitrator would be utterly uninformed as to the character of the assignments that might be made, especially in light of the apparent lack of consistency in the statements of the Union witness and grievant and the Union representative. Additionally, although the Union representative made the effort at the hearing to mark out the areas of permissible assignments, the boundaries were much too imprecise and vague to serve as a

guide to future action. Thus, any award that might issue on the basis of the facts in the record, instead of resolving a dispute would bear the seeds of future conflict.

Second, it would appear that the parties have had the opportunity at the arbitration hearing to test and to rationalize their own theories and to evaluate and consider those of the opposing parties in a manner which, for whatever reason, they failed to do in the grievance steps. The Arbitrator was impressed with the fact that the respective positions of the Union and the Company as to the range of appropriate assignments for these Leaders although at opposite extremes at the commencement of the hearing were within a much narrower area at the end of the hearing. The problem between them appeared to him to be one of definition rather than of extreme claims of jurisdiction or right. It is one that parties acting in good faith and with a willingness to recognize each other's problems and the circumstances or misunderstandings that gave rise to the grievance might well resolve.

Accordingly, jurisdiction is retained in this case and the decision reserved. The parties are requested to meet and to reexamine in a renewed Step 3 meeting the differences between them and to report to the Arbitrator the success, if any, of such discussions.

Peter Seitz,
Assistant Permanent Arbitrator

Approved:

David L. Cole,
Permanent Arbitrator

Dated: May 6, 1958