

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA  
Local Union No. 1010

) Grievance No. 4-F-15  
) Docket No. IH 331-322-5/26/58  
) Arbitration No. 310  
)  
) Opinion and Award  
)

Appearances:

For the Company:

L. E. Davidson, Assistant Superintendent, Labor Relations  
R. W. Werntz, Divisional Supervisor, Labor Relations  
W. Grundstrom, Supervisor, Wage Administration  
A. V. Lake, General Mechanical Foreman, #1 Open Hearth  
Ed. Reed, Assistant Electrical Foreman, #1 Open Hearth  
Jack Fohey, Personnel Foreman, #1 Open Hearth

For the Union:

Cecil Clifton, International Representative  
Fred Gardner, Chairman, Grievance Committee  
Joseph Wolanin, Secretary, Grievance Committee  
N. Koleff, Grievance Committeeman

The question for decision here is whether Glenn Snider, classified as a Stripper Craneman, but scheduled for the Labor Pool, should have been compensated for the hours he worked on the #2 Ladle Crane on January 16 and 17, 1958 at the rate applicable to Ladle Crane Operator or at the lesser rate applicable to Maintenance Helper.

Snider, the grievant, had been demoted due to reduced operations and on the days in question had been scheduled for Labor Pool work. The #2 Ladle Crane in the #1 Open Hearth Department had been down since January 8, 1958 for major repairs. These repairs were a part of an engineering project under the jurisdiction of the Field Forces; some of the work, however, had been "subcontracted" out to the electrical and mechanical divisions of the #1 Open Hearth Department. In connection with the repair of the #2 Ladle Crane Snider, who was performing Labor Pool tasks, was asked to man the Ladle Crane for six hours on January 16 and for two hours on January 17. There is no substantial dispute as to the services he performed. In its Statement the Company said

"His function was to manipulate certain controls for (1) the testing of the trolley and hoist controllers with regard to proper direction of travel, and (2) the replacement of the 10- and 40-ton cables, block sheaves, and the main hoist hook. On January 17, 1958, G. Snider was utilized in the same capacity in connection with the replacement of the magnetic cable on the 40-ton hoist."

In the course of performing this work, and in connection with the replacement of the hook it appears that Snider made one lift of a hot slag pot; however, it is clear that this work was not done in the normal course of the operation of the Ladle Crane for the purposes of the #1 Open Hearth Department and was merely incident to the replacement and testing of the equipment.

In the first instance the grievant was compensated for this work at the Labor Pool rate. In the course of the grievance steps the Company regarded this as an error and compensated him at the rate applicable to Maintenance Helper (Job Class 6). The Union claims violation of Article VI, Section 3 and asserts he should have been compensated at the rate applicable to Ladle Crane Operator (Job Class 17).

The case turns on the meaning and application of Article VI, Section 3 (Paragraph 118) which reads as follows:

"An employee directed by the Company to take a job in an occupation paying a higher rate than the rate of the occupation for which he was scheduled or notified to report shall be paid at the rate or rates of the occupation assigned for the hours so worked.\* \* \*"

Because of the extent and character of the discussion at the hearing and the precedents cited related thereto, it seems important to declare, at this point, that the questions of the right of the Company to make the assignment and the possible rights of senior employees paramount to that of the grievant to the assignment he fulfilled are not involved or at issue in this case. The sole question for decision is the rate of pay for the work performed under the quoted section.

In this case it can truly be said that the positions taken by both parties have some merit and that neither is wholly in error. The difficulty arises by reason of the fact that the grievant unquestionably performed a task squarely within the typical duties ("Work Procedure") of the Ladle Crane Operator Job Description, which the Company claims was not within the scope of the "Primary Function" of that occupation and, on the other hand, performed a task which may be within more generally expressed language of the typical duties and the "Primary Function" of Maintenance Helper. To aid in the comprehension of this situation it is necessary to set these forth.

Thus, the Ladle Crane Operator Job Description states that the "Primary Function" is:

"Operates a triple hoist ladle crane to provide crane service required in the pit area."

It would seem that the "service" referred to is auxiliary service in the normal operation of the #1 Open Hearth Department. Considering the nature and character of the grievant's service on the day in question it cannot be found that he was fulfilling the "Primary Function" of Ladle Crane Operator.

The same job description, however, states as a part of the "Work Procedure" of the occupation that an incumbent

"Services crane, fills out crane report; reports defective crane conditions, and operates crane to assist repair crew.  
\* \* \*" (Underscoring supplied.)

Clearly this is precisely what the grievant was doing. He operated the controls to assist the repair crew in connection with its test of the repaired and replaced parts.

The "Primary Function" of Maintenance Helper is to

"Aid in inspecting, repairing and maintaining equipment."

This general statement also appears to describe the activities of the grievant on the days in question. In "Work Procedures" Maintenance Helper

"Assists Crane Repairman or Millwrights, Pipefitters, Boilermakers, Welders, Car Repairman, Pit Repairman, etc. on scheduled and emergency repair work in the Open Hearth maintenance division."

As pointed out by the Union, this job description, unlike that referable to Ladle Crane Operator, contains no specific reference to operating cranes to assist repair crews. It does, however, call for assistance to Crane Repairmen and other repairmen doing emergency repair or maintenance work in the maintenance division of the department; and the Company testimony that Maintenance Helpers in the past have done just such work as the grievant here performed is uncontradicted. The job description containing the quoted language is dated June, 1947. Although the record contains no testimony as to which individual employees did such work, in conjunction with repair crews, nor on what occasions, the absence of denial of the testimony offered by the General Mechanical Foreman and the Assistant Electrical Foreman requires that it be accepted as fact that it is not unusual for Maintenance Helpers

to operate crane controls in connection with the testing of crane maintenance and repair work.

One other fact requires notice here. It has been stated by the Company, without contradiction, that a Ladle Craneman is "regularly occupied better than 95% of his turn" and that the assignment made to the grievant required only "an estimated 10% of his time" which would leave him "with 90% idle time, as compared with less than 5% in the case of the Ladle Craneman". The grievant did no work during the hours in question other than the manipulation of the crane controls in connection with the testing of the trolley and hoist controllers, the replacement of cables, block sheaves and the main hoist hook and the replacement of a magnetic cable on the 40-ton hoist.

It is manifest that, although the grievant did perform a task that is one of the duties of a Ladle Crane Operator specifically referred to in his job description, in no fair sense can it be said that he performed as a Ladle Crane Operator during the hours in question. Operating crane controls to assist the repair crews is an incidental rather than a primary or central function of that of the Ladle Crane Operator's occupation. Such an assignment is not even referred to in the "Basis of Rating" for his job classification. The Job Classification sheet has numerous references to the responsibilities of the occupation with respect to the movement of "molten metal" which is required in the normal operation of the #1 Open Hearth. It cannot be said that any of the important elements of the occupation of Ladle Crane Operator which contributed largely to its classification in the highly skilled Job Class 17 were involved in the assignments which the grievant fulfilled on January 16 and 17.

Job descriptions are written primarily "to facilitate placing jobs in their proper relationship" and to provide the basis for classification of each job within the bargaining unit" (See Wage Rate Inequity Agreement, June 30, 1947, Section 2, pp. 2 and 3). In the nature of things it is not uncommon for some specific tasks to be common to several occupations in a department and to be included in the job descriptions of each. This does not mean, necessarily, that an individual who performs such a task is entitled to be considered as having worked in the highest rated occupation with respect to which the task is one of the described duties. The question is, rather, on the facts presented, to what occupation, in the broader sense, he may be regarded as having been assigned.

I find, on the whole record, here, that the facts do not justify the conclusion that the grievant performed as a Ladle Crane Operator on January 16 and 17 although he did manipulate controls on the Ladle Crane and performed one of the incidental responsibilities of a Ladle Crane Operator. On the other hand,

he did assist a repair crew in repair and maintenance work in the Open Hearth maintenance division (as stated in the Maintenance Helper Job Description) by operating controls for testing purposes - a job that for years has been performed by Maintenance Helpers. Under the circumstances it is found that he was entitled to the pay of a Maintenance Helper for the hours worked as described.

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: March 12, 1959