

In the Matter of Arbitration  
Between:

Arbitration Award No. 376

INLAND STEEL COMPANY

Grievance No. 15-F-43

- and -

Appeal No. 92

THE UNITED STEELWORKERS OF AMERICA  
Local Union 1010

PETER M. KELLIHER  
Impartial Arbitrator

APPEARANCES:

For the Company:

Mr. Gordon T. Heim, Assistant Superintendent, 44" Mill  
Mr. W. A. Dillon, Assistant Superintendent, Labor Relations  
Department  
Mr. L. E. Davidson, Assistant Superintendent, Labor Relations  
Department  
Mr. A. W. Grundstrom, Supervisor, Wage Administration Dept.  
Mr. Dave Gott, Job Analyst, Wage Administration Department  
Mr. S. J. Murzyn, Industrial Engineer, Industrial Engineering  
Department  
Mr. K. H. Hohhof, Supervisor, Industrial Engineering Dept.  
Mr. T. R. Tikalsky, Divisional Supervisor, Labor Relations Dept.

For the Union

Mr. Cecil Clifton, International Staff Representative  
Mr. D. Black, Chairman, Grievance Committee  
Mr. A. Garza, Secretary, Grievance Committee  
Mr. D. Blankenship, Grievance Committeeman  
Mr. H. Boujey, Witness  
Mr. F. Kelley, Witness

STATEMENT

A hearing was held in Gary, Indiana, on October 10, 1960.

### THE ISSUE

The Grievance reads:

"Aggrieved employees, 44" Hot Strip Mill Heater Helpers, first class heating sequence, allege that they are performing and meeting the requirements of the heating job but are not receiving the established rate for that job. Request Heaters' established rate be paid to aggrieved when performing requirements of heating job."

### DISCUSSION AND DECISION

The Union's claim here is that the Heater Helper, First Class, is in the words of Article V, Section 7, "performing and meeting the requirements" of the 44" Mill Heater occupation "but is not receiving the established rate for that job". Principal reliance is placed upon the fact that unlike the Heater Job description, no specific reference exists in the Heater Helper, First Class description to "regulating the flow of fuel in furnaces to maintain proper temperature for heating steel".

The evidence, however, does show that in the 76" Hot Strip Mill and throughout the history of the 44" Hot Strip Mill, the Heater Helpers, First Class, have adjusted and checked the furnaces. Since the third furnace was added in

1951, the Heater Helpers, First Class, have under some arrangements, rotated in adjusting and checking one of the furnaces. This is the same situation as prevails in the 76" Hot Strip Mill where there are three furnaces.

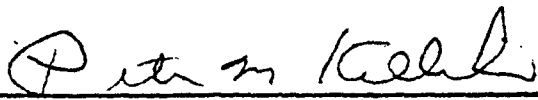
The Union argues, however, that a new and different situation was here created when the fourth furnace was added and placed at a distance of about sixty-five feet. It is uncontroverted that the four furnaces must be operated as a unit to meet product specifications. The Heater is able to watch a recording pyrometer and to physically observe the slabs to check if the Helper is properly operating any furnace. He is, therefore, in a position to direct the work of the Helper. The Heater has the overall responsibility in the words of his decription "for the proper operation of the entire furnace unit" and the evidence is that he has been disciplined where he failed to check the Helper and a loss occurred. It is largely this overall responsibility which is not assumed by the Helper and which is the basis for the higher evaluation of the Heater job duties. The nature of this responsibility does not permit its division between two Heaters--and there is no area in the plant having heating facilities that have two (2) Heaters assigned to a crew. The fact that the Helper has a copy of the Rolling

Schedule is not controlling. Assistant Rollers are given copies and so are other employees in a helping or assisting capacity where this information might be useful to them. An analysis of Arbitration No. 315, shows that while the Union alleged a violation of Article VI, Section 8, the Arbitrator there recognized that the "Union's case rests on the claim that the Helpers are performing Heaters' work". Although a different contractual provision is cited in the instant case, some of the same evidentiary considerations as to the nature of the work which led to a denial of the claim in the earlier case, are also present here.

This Arbitrator does not presently have before him the question as to whether the job description accurately reflects the work that is being done. Such a grievance was filed in 1952 after the third furnace was added, but was not carried to arbitration.

AWARD

The Grievance is denied.

  
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Peter M. Kelliher  
Arbitrator

Dated at Chicago, Illinois

this 21st day of November 1960