

In the Matter of Arbitration Between:

INLAND STEEL COMPANY  
- and the -  
UNITED STEELWORKERS OF AMERICA,  
Local Union 1010

ARBITRATION AWARD NO. 438

Grievance No. 23-F-32  
Appeal No. 300

PETER M. KELLIHER  
Impartial Arbitrator

APPEARANCES:

For the Company:

William A. Dillon, Assistant Superintendent, Labor Relations  
Department  
Richard E. Allen, General Foreman, No. 3 Cold Strip Department  
Raymond J. Brozovich, Job Analyst, Wage & Salary Department  
A. Wilbur Grundstrom, Supervisor, Wage & Salary Department  
David L. Gott, Job Analyst, Wage & Salary Department

For the Union:

Cecil Clifton, International Representative  
Sylvester Logan, Vice Chairman, Grievance Committee  
James Tharp, Grievance Committeeman  
Johnny Duran, Witness  
Jim Ludwig, Witness  
Donald Simanson, Witness

STATEMENT

Pursuant to notice, a hearing was held in Gary, Indiana, on  
July 14, 1961.

THE ISSUE

The grievance reads:

"Aggrieved employees, Feeder Helpers, Index No.  
87-0220, allege that their description and  
classification is improperly described and  
classified under the procedures of the afore-  
said Wage Rate Inequity Agreement.

Aggrieved request that the Company conform to the provisions of the Wage Rate Inequity Agreement and issue a revised description and higher classification."

### DISCUSSION AND DECISION

At the hearing the Union stated that the job description prepared in October of 1958 at the time correctly described the work then being performed. It is the Union's contention, however, that new duties were added to this job subsequent to October of 1958. Assuming for the sake of discussion that this matter of the additional job duties is properly before this Arbitrator, the finding in this case based upon the evidence is that the Union has failed to show any additional job duties added since October of 1958. The General Foreman who was familiar with this operation from its inception states that there have been no job changes. The Union did not present the name of any specific Foreman who directed Feeder Helpers to operate the Coil Conveyor and the Push-Off Controls. This panel is at the Feeder's work station. It is the Company's position that it would not result in increased production if the Feeder Helper came up to the Feeder's work station and operated push buttons on the Feeder's Control Panel. It might result in a safety hazard because two employees operating this panel could cause confusion in the operation. The Union has failed to sustain its burden of proof to show that Feeder Helpers are regularly directed by authorized Supervisors to perform this work. It is evident that the relief work that the Feeder Helper performs is a type of work contemplated in any multi-crew set-up. It is the testimony of the General Foreman that if the Feeder Helper assists the Coiler and Coiler Helper in changing trimming knives when these employees change a complete set of knives, that this is done on a voluntary basis and not as a part of the requirements of the Feeder Helper job. The Union did not present testimony showing that any specific Foreman had directed the Feeder Helper to perform this work. The evidence also is that as part of his job description the Feeder Helper is required to cut, remove and pile coil bands. If coil bands do fall into the basement, this is due to the failure of the Feeder Helper to remove them before they reach this area. The weight of the evidence is that when a cobble occurs that this is considered as a line emergency and all employees in the crew are expected to assist in this matter. As part of his job description the Feeder Helper is expected to use the electric hand shear or the burning torch to cut off damaged coil ends. This work of cutting up cobbles that are on the floor into smaller pieces so that they can be placed in the scrap car does not constitute work of greater skill than that contemplated by his job description. The job description does not attempt


to state all of the minor details of the work and employees are expected to perform other traditional duties as required by emergencies. Certainly in his use of the burning torch for his own convenience in placing this scrap into the scrap car it is contemplated that he will cut it into smaller pieces.

Unlike the Feeders in the No. 1 and No. 2 Cold Strip Departments this Feeder Helper does not use controls to operate the equipment. The tools and equipment described in the Feeder Helpers' job description here considered relate to unattached tools. The only adjustment that he makes is the adjustment of a screw at the press roll limit switch and the use of a hand wheel to adjust the screw down on the pinch rolls. This is performed both at the leveling section and the pinch roll section. Although he performs this work alone, he is assisting the Feeder by changing and adjusting this particular equipment. In performing these limited adjustments he cannot be said to be operating controls on the equipment. It is again noted that in the No. 1 and No. 2 Cold Strip Mills all of the three employees on the entry end do use controls to actually operate the equipment.

The Arbitrator in carefully reviewing the evidence must find that the Union has failed to sustain its burden of proof with reference to its requested codings for factors with the exception of the "Equipment" factor. The Company testimony is that the Feeder Helper is expected in order to preserve equipment to turn the limit switch to adjust for the gauge of the steel. If this adjustment is not properly made it could shut down the line and damage the press roll. It was the General Foreman's estimate that this could cost more than fifty dollars. The Feeder Helper is also required to adjust the water sprays and if he does not do so, this could burn up the bearings. Based upon the specific evidence adduced by the Union in this matter, the Arbitrator must find that the requested coding change for the "Equipment" factor of 2-B-3 is proper.

#### AWARD

The coding of 2-B-3 is proper for the factor of "Responsibility for Conservation of Equipment". All of the other codings referred to are proper.

  
Peter M. Kelliher

Dated at Chicago, Illinois  
this 9th day of August 1961.