

In the Matter of Arbitration Between:

THE INLAND STEEL COMPANY

- and -

UNITED STEELWORKERS OF AMERICA,
Local Union 1010

ARBITRATION AWARD NO. 451

Gr. Nos. 23-F-90, 23-F-89
Appeal Nos. 354 and 353

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations
R. J. Stanton, Assistant Superintendent, Labor Relations
D. L. Gott, Job Analyst
D. F. Johnson, General Foreman, #3 Cold Strip

For the Union:

Cecil Clifton, International Representative
Peter Calacci, International Representative
Al Garza, Secretary, Grievance Committee
James Tharp, Griever
Dan Mygrants, Witness
Eugene King, Witness

STATEMENT

Pursuant to notice, a hearing was held in Gary, Indiana, on September 22, 1961.

THE ISSUE

Grievance No. 23-F-89 reads:

"The aggrieved employees, Shearman Continuous Normalizer Shear, Index No. 87-0341, allege that their description and classification is improperly described and classified under the procedures of the aforesaid 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."

Grievance No. 23-F-90 reads:

"The aggrieved employees, Shearman Helpers, Index No. 87-0343, allege that their description and classification is improperly described and classified under the procedures of the aforesaid 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."

Because the same principles are involved in both grievances, the Parties stipulated that there would be a single award. (Tr. 2).

DISCUSSION AND DECISION

The basic issue in this case is whether the Company had a right to describe and classify the jobs of Shearman (87-0341) and Shearman Helper (87-0343). It is the Union's claim that the previously existing classifications of "Shearman--Coiler" (87-0321) and Shearman Coiler Helper (87-0323) properly covered the work being performed and that there was no need for the new classifications and descriptions.

The Arbitrator must first determine under the language of Article V, Section 6, whether a "new job" was established.

The Company did present to the Union a classification and a job description for these two jobs. Employees were assigned and did perform work on these jobs and were paid the rate of these jobs. If the Union believed that the Company was violating the posting and sequence provisions of the Contract, this could be a matter of separate grievances.

There is no provision in this Contract that a job must be operated for any defined period of time before it is considered a "new job".

It is evident from the record that the Normalizing Line itself has been operated on a somewhat intermittent basis during the past year or year and a half. The work that would be performed by the Shearman and Shearman Helper would generally be on secondary product and this type of material would not be run frequently. It is noted that in the Galvanizing Department only 5 per cent of the operations were run under a similar separate job using the equipment independently of the line operation. (Tr. 54).

Although the situations are not in all respects similar, the same principles are involved on the Galvanizing Continuous Lines and the Tin Mill--Electrolytic Tinning Line, i.e., one job classification is applicable when the line is running and producing and when a part of the unit is operated independently, other classifications are employed. The testimony of the Union witness in this case would indicate that the Decoiler and the Shear can be operated independently when the Normalizer is running and that there have been times when the "Decoiler was operating and the Line was operating at the same time". (Tr. 80). It is evident that the above referred to past practice does support the Company's right to have separate job classifications when the Shearing equipment is operated as an independent unit.

It cannot be said that the "jobs" are the same. The Shearman-Coiler works as part of a crew on the line. The Shearman does not work as part of the crew on the line. The Shearman does no work in connection with coiling. It would make for an inequity to pay a Shearman the same rate when he performs only part of the operation. The same product is not handled except for rare instances. Almost no prime steel is handled by the Shearman. It is generally a matter of secondary or salvage type operation. The Shearman may operate some of the equipment that the Shearman--Coiler operates, but he generally works on a different product.

As a general principle, employees should be paid in relationship to the work performed. It is noted that a grievance was filed requesting a separate classification and job description for a decoil operation and in that case the request was not made as here that the higher rated classification equivalent to Shearman--Coiler be applied. The Company did grant the request for a separate Decoiler Operator classification. (Tr. 50 and 51). The record in this case does indicate that the Shearman Coilers are not placed on Shearman work when the line is running. When the line is not running, employees are generally upgraded from the Labor Pool. (Tr. 34). While it is difficult to find that the relative frequency of the use of a job classification can be considered controlling, it is noted that on other similar operations this salvage type work is an infrequent occurrence. The Union testimony does indicate that the work of operating the Shear as a Shearman Coiler and as a Shearman due to the different products is not similar. (Tr. 73). This Arbitrator does not have before him the question of the proper evaluation of the occupations of Shearman and Shearman Helper. The language of Article V, Section 6, clearly makes it a matter of the Company's "discretion" as to whether a new job shall be established. The Union has not shown that Management's exercise of its discretion in this case was arbitrary.

AWARD

The grievances are denied.

A handwritten signature in cursive script, appearing to read "Peter M. Kelliher", is written over a horizontal line.

Peter M. Kelliher

Dated at Chicago, Illinois
this 23rd day of February 1962.