

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA  
Local Union 1010

<u>Grievance No.</u>	<u>Appeal No.</u>	<u>Arbitration No.</u>
18-G-31	395	455
18-G-23	396	456
18-G-32	397	457

#### Opinion and Awards

#### Appearances:

##### For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations Department  
Robert A. Ayres, Assistant Superintendent, Labor Relations Department  
Robert A. Morris, Assistant Superintendent, Yard Department  
H. S. Onoda, Labor Relations Representative, Labor Relations Department  
G. H. Applegate, Job Analyst, Wage and Salary Administration  
Ed Starks, General Foreman, Power Department  
C. Sleeman, General Foreman, Power Department  
Robert Jamison, Boiler Inspector Power Department  
John Suda, Boiler Labor Foreman, Yard Department

##### For the Union:

Cecil Clifton, International Representative  
Peter Calacci, International Representative  
Al Garza, Secretary, Grievance Committee  
Ed Urbanik, Griever, Power and Steam Department  
Clarence Bullock, Griever, Transportation and Yard Department  
Martin Connelly, Assistant Griever  
Anastasio De Leon, Witness  
Juan Flores, Witness  
Emeterio Torres, Witness

These three grievances were filed by groups of employees classified as No. 2 A. C. Station Laborers each of whom allege they are "performing and meeting the requirements of" a designated higher rated job classification, and they request that the Company pay them the established rate of such higher job classification. Article V, Section 7 (Paragraph 67) is cited, which states:

"No basis shall exist for an employee, whether paid on an incentive or non-incentive basis, to allege that a wage rate inequity exists, and no grievance on behalf of an employee alleging a wage rate inequity shall be filed or processed during the life of this Agreement. This does not preclude an employee from filing a grievance alleging that he is performing and meeting the requirements of a given job but is not receiving the established rate for that job."

The facts of each of the three situations will be outlined and discussed below, but certain historical facts and comments, and some observations as to contract interpretation are common to all three.

From 1944 to 1948 Yard Department Laborers were sent to the Power Department to assist in boiler rebuild work, working under the title of Laborer-Boiler Rebuild. They were in Job Class 2 and were covered by the Power Generation Incentive Plan. During the Wage Rate Inequity Program this job was changed in 1948 to No. 2 A. C. Station Laborer, placed in Job Class 3 (retroactively to 1944), and the job description and classification were approved by the Union and have remained in effect ever since. It was developed at the hearing that the duties which have given rise to these three grievances were being performed by the No. 2 A. C. Laborers at the time (with an exception in Grievance 18-G-32), and in most instances for some time prior to the preparation of the job descriptions and classifications which were agreed upon.

The No. 2 A. C. Laborer job is bid for by the employees. The Union is critical of the arrangement of having Yard Department Laborers permanently assigned to the Power Department because such employees do not have promotional opportunities equal to those of the Yard Department Laborers. On the other hand, they are in Job Classification 3, as contrasted with Job Classification 2 for the Yard Department Laborers. In any event, the only issue presented by these three grievances is whether the grievants are performing and meeting the requirements of a specified higher rated job, in which case they would be entitled to receive the established rate of that job. The matter of promotional rights is not within the scope of the issues now before us.

It must be noted that the grievants are not requesting, pursuant to Article VI, Section 3 (Paragraph 118), merely that they be paid the higher rate for the hours during which they claim to have worked in an occupation paying a higher rate than that of the occupation for which they were scheduled or notified to report. Relying on Article V, Section 7 they are asking for the rate of pay, in each of the three cases, of a specified job carrying a higher rate on the ground that they are performing and meeting the requirements of that job.

Bearing this in mind, when may it be said that an employee is performing and meeting the requirements of a higher rated job classification?

In Arbitration 197 two simple tests were outlined: (1) when the employee is assigned generally to perform the duties of the higher rated job; (2) when he is assigned to perform a task distinctly characteristic of the higher rated job rather than his own occupation, as measured by the respective job descriptions and the practices developed under these descriptions.

Arbitrator Peter Kelliher in Arbitrations 394, 395, and 396 pointed out that when they are preparing the job description and job evaluation the authors know of the various duties being performed and if they deem such duties too minor in extent to specify, particularly if for a long period of time the employees in question continue to perform them without protest or complaint, it should not thereafter be held that the inadequate language of the job description makes such assignments of work a violation of the contract or past practice. He also ruled in Arbitration 365 that the "specific mention of duties in job descriptions does not necessarily mean they are all major functions."

Obviously, one may wonder why some specific task is worthy of mention in the job description of one or more higher rated job classifications, and yet not listed in the job description of the lower job classification. It could be that it was anticipated that the employees in the superior jobs might otherwise object to doing work of a more menial or lesser skilled kind, if called upon to do so, but in any event the question still remains whether when the lower rated employees do such work they are performing and meeting the requirements of the higher rated job, -- in other words, whether they are working in the higher classification rather than their own and are hence being underpaid.

It is important to remember that grievants are not requesting pay for the time they claim to have spent on tasks which they believe are part of the duties of the higher classification, but, under Article V, Section 7, are asking to be paid as though they were in the higher classification. Nor is this a base rate dispute case.

In a recent case, Arbitration 470, Arbitrator Kelliher ruled that the Coke Transfer Operator could not be required to clean platforms and walkways which has heretofore been done by the Highline Unloader Second Class, this work being listed in the latter's job description and not in the former's. This issue was not raised under Article V, Section 7, however; it represented a departure from the previous practice, and the arbitrator pointed out that this was no occasional, minor or emergency type work, but rather would become a regular part of the Operator's duties. Because this award was so recently issued, it is mentioned here, calling attention to the differences both in facts and in the contract provision involved.

Before proceeding with a discussion of the facts in each of the three grievances, it would be helpful to set out the job description of the No. 2 A. C. Station Laborer. It is as follows:

"Primary Function:

Cleans gas burners, gas mains, fire boxes, and boiler tubes.

Supervision:

Supervised by: Labor Foreman

Work Procedure:

Cleans gas burners.

Wheels brick and debris to clean fire box floor.

Helps assemble and position tubular scaffold to blow out tubes.

Uses air gun to clean tubes from scaffold.

Cleans out passage ways.

Shovels loom on fire box floor.

Replaces missing bricks, removes and replaces cracked or damaged bricks.

Builds wooden scaffolds to repair sections of fire box wall.

Uses trowels, hammer, pick and shovel, wheelbarrow, saw and hammer, air guns, and scrapers.

Cleans up work area or clean up as assigned.

Performs other traditional duties as required by emergencies or duties too minor in extent to require detailed description."

Grievance No. 18-G-31 -- Arbitration No. 455

Grievants, No. 2 A. C. Station Laborers, request the rate of the Painter (Job Class 9), because they are required to do painting and boiler insulating work.

The painting is of a rough kind, involving boiler walls, railings, or the building foundation or floor, some of this requiring use of ladders. The floor painting is done with a broom. This type of painting has been performed by the No. 2 A. C. Station Laborers at least since 1948, when their job description was agreed upon, and no complaints were registered for some 12 years thereafter.

Grievants say they are doing the work of the Painter and should be paid the Job Class 9 rate instead of their own Job Class 3 rate. The Primary Function of the Painter is:

"Paints building structures, transmission towers, water lines, etc."

As to insulating work, the Work Procedure states:

"Installs new and repairs old insulation on boilers, steam piping, machinery, etc."

In fact, the Painters spend 70 to 80% of their time working on transmission towers. All but 5% of their remaining time is spent on paint jobs of a specialized or skilled nature. Of the total of 5% of their time spent on insulation work, only a small fraction is on insulating work on boiler roofs.

There is another classification which does painting work, the Painting Laborer (Job Class 4), the Primary Function of which is:

"Perform unskilled painting work generally considered as rough work, to protect and maintain a good appearance of mill buildings and equipment."

There can be no question on the evidence that the painting duties of the No. 2 A. C. Station Laborer could at most be said to be of the kind performed by the Painting Laborer, and not of the Painter. But the grievants do not request the Painting Laborer's rate of pay because it is actually below theirs. It has no incentive pay, and the rate is \$2.079, while that of the grievants is \$2.33 (\$2.017 base plus \$.313 per hour of incentive).

This leaves only the matter of insulation work. The kind performed by grievants for well over 12 years is rough patch work which constitutes a most nominal part of the work of the Painters (a small fraction of the 5% of their time spent in all kinds of insulating work, which includes types of insulation admittedly not performed by these No. 2 A. C. Station Laborers).

By the tests outlined in the introductory part of this award, considering the well-established practices in effect both before and since the

job description and classification of the No. 2 A. C. Station Laborer were agreed upon in 1948, the facts do not support the contention of the grievants that they are performing and meeting the requirements of the Painter job, as contemplated in Article V, Section 7.

AWARD

This grievance is denied.

Grievance No. 18-G-23 -- Arbitration No. 456

In this grievance, a Yard Laborer assigned to the Power Department and carried as a No. 2 A. C. Station Laborer (Job Class 3) asserts that in being required to shoot the tubes of a condenser in the No. 3 A. C. Station he was performing the work of Turbo Generator Oiler -- No. 3 A. C. (Job Class 6).

The Union's main point is that shooting tubes (the procedure of forcing water under pressure through thousands of condenser tubes) is not mentioned in the job description of the No. 2 A. C. Station Laborer, but is referred to in the job description of the Turbo Generator Oiler under the heading of "Work Procedure" in these words: "Assists in 'cleaning' generator condensers."

It is to be noted, however, that the Primary Function of the Turbo Generator Oiler job description bears little if any relationship to this, it being:

"Inspects and checks bearing temperatures, oil pressures, and cooling water supply on bearings and oil coolers of turbines and auxiliary equipment; reports any irregularities to Turbo Generator Engineer."

It must also be noted that in the Job Class 4 Pump Oiler -- No. 3 A. C. job description the Work Procedure also states: "Assists in 'shooting' generators and blower condensers," and in the Job Class 5 Turbo Blow Oiler -- No. 3 A. C. job description the Work Procedure includes: "... cleans condenser tubes ..."

In none of the above three classifications is the work in question related to the Primary Function, nor is it given any particular weight or specific reference in the basis of rating the job classification.

In 1948 the work of blowing these tubes began to be assigned to the A. C. Station Laborers, and this has continued so ever since. In fact, on August 1, 1948 a memorandum was addressed to the Power Department Grievance Committeeman by the Superintendent, which stated that in line with detailed discussions with employees in the No. 2 A. C. Station the task of "shooting" condensers then performed by Oilers "will be performed henceforth by a labor crew from the Yard Department."

For 12 years this was done without complaint, apparently because it was not considered while they were engaged approximately 10 days each year in blowing condenser tubes that the Laborers were thereby "performing and meeting the requirements of [the higher rated Oiler jobs]" without receiving the established rates of those jobs. This appears to be the fact, -- that shooting condenser tubes was to the three classifications of Oilers an incidental, low-skilled task of a repetitive kind that did not serve at all as a benchmark of any of those classifications. All three of said job descriptions also refer, by way of comparison, to various other low grade duties which likewise could not be said to identify the nature or level of these Oiler job classifications.

The more orderly way would have been to mention this task in the job description of the No. 2 A. C. Station Laborer, as it was in the job descriptions of the three Oiler jobs. It was not done, the Company says, because it would not have affected the classification and because, after discussion with the employees and the Grievance Committeemen, the assignment of this work to these Laborers was accepted, with no protest or complaint, for some 12 years.

The facts do not support the grievant's contention that he has been performing and meeting the requirements of the Turbo Generator Oiler -- No. 3 A. C. Station job, as contemplated in Article V, Section 7.

AWARD

This grievance is denied.

Grievance No. 18-G-32 -- Arbitration No. 457

In this grievance four No. 2 A. C. Station Laborers (Job Class 3) maintain that they should receive the rate paid to Repair Helper 2nd Class (Job Class 4) because "they are required to drive boiler tubes."

In the job description of Repair Helper 2nd Class the Primary Function is:

"Helps repair and maintain power equipment, auxiliary apparatus and distribution systems."

Among the items listed as Work Procedure is:

"Drills boiler tubes, scrap boiler drums, cleans gas valves, manifold and butterfly valves in gas line connections to the boilers."

In the statement the Union presented at the hearing, other items of work allegedly performed by grievants were mentioned, but upon discussion they were dropped or discounted leaving primarily the matters of: (a) drilling boiler tubes, (b) operating a chain fall occasionally, (c) scraping boiler drums, cleaning gas valves, manifold and butterfly valves in gas line

connections to the boilers, and (d) washing gas mains, cleaning coils and shell of evaporators. At the third step meeting, the Union had relied practically entirely on (a), drilling boiler tubes; and at the arbitration hearing it was conceded that item (d) has not been performed for years, and the evidence with respect to items (b) and (c) was nominal in nature. There is a chain fall operated occasionally by the use of push buttons, but even this has recently been turned over to another classification, and in any event can hardly be called operating a crane to make occasional lifts, which is specified in the Work Procedure of the 2nd Class Repair Helper.

The Primary Function in the job description of the No. 2 A. C. Station Laborer includes "cleans ... boiler tubes." The process of "drilling" tubes consists of dropping a tool with an air-driven rotating head down through the tube, with water being run through at the same time, the job being done by two-man teams. This, the Company insists, is the only way boiler tubes are cleaned, and this has been so for many years. At one time it was done largely by Repair Helpers 3rd Class, although drilling is mentioned in the 2nd Class Repair Helper job description and not in that of the 3rd Class. Since 1952 at least this work has been assigned to No. 2 A. C. Station Laborers as boiler tube cleaning. Some question was raised about the rate of pay by Union representatives in 1952, but when it was pointed out that the rate of pay was the same as that of the 3rd Class Repair Helper, no further complaint was made for a period of eight years or more.

Drilling or cleaning boiler tubes has been an insignificant part of the work of the Repair Helper 2nd Class for many years, and this task does not appear to have been given any weight in the basis of rating that job. It is not a primary function and the amount of such work performed by this classification of employees has been so nominal as to make it clear that this is not characteristic of the job.

Earlier, I pointed out that in this series of three grievances the Union was not questioning the classification of the No. 2 A. C. Station Laborers, nor was it requesting a new job description. Whether the addition to the job description of the types of duties discussed in each case would have any effect on the classification is debatable and need not be passed on under the issue as presented, which is whether the grievants are entitled to higher rates of pay pursuant to Article V, Section 7.

On the facts presented, in line with the tests set forth in the preliminary part of this award, the contention of the grievants that they are performing and meeting the requirements of the Repair Helper 2nd Class job, as contemplated in Article V, Section 7, has not been supported.

#### AWARD

This grievance is denied.

Dated: March 29, 1962

7s/ David L. Cole

David L. Cole  
Permanent Arbitrator