

In the Matter of Arbitration Between:

INLAND STEEL COMPANY
- and -
UNITED STEELWORKERS OF AMERICA,
Local Union No. 1010

ARBITRATION AWARD NO. 505

Grievance Nos. 17-G-71 and
17-G-72.

Appeal Nos. 541 and 542

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

Mr. W. A. Dillon, Assistant Superintendent, Labor Relations
Mr. J. Barrett, Mechanical Turn Foreman, Tin Mill
Mr. H. Niksch, General Mechanical Turn Foreman, Tin Mill
Mr. G. Jones, Supervisor, Industrial Engineering Department
Mr. J. Federoff, Supervisor, Labor Relations Department
Mr. R. J. Stanton, Assistant Superintendent, Labor Relations
Mr. G. Applegate, Job Analyst, Wage & Salary Administration Dept.

For the Union:

Mr. Cecil Clifton, International Representative
Mr. Lonnie Porter, Grievance Committeeman
Mr. John Hurley, Assistant Grievance Committeeman
Mr. Bernard Plaskett, Witness
Mr. August Repka, Witness
Mr. Raymond Wallace, Witness
Mr. William Bennett, Secretary, Grievance Committee

STATEMENT

Pursuant to proper notice a hearing was held in GARY, INDIANA,
on September 7, 1962.

THE ISSUE

Grievance No. 17-G-71 reads:

"The Company, on October 16, 1960 - 7-3 turn, directed
B. Plaskett, 16532, 1st Class Millwright to change
back up rolls on the 40" Mill. This occupation of
duty is traditionally done by a millwright leader,
back to the time of this duty.

The Relief Sought reads:

"The Company pay B. Plaskett, 16532, the difference in moneys for the occupation he was scheduled from the occupation or duty he performed. This shall also be retroactive for the crew of this turn."

Grievance No. 17-G-72 reads:

"When company on October 15, 1960 - 7-3 turn, directed R. Wallace, 16568, 1st Class Millwright on the Tin Lines, to change back-up rolls on the 40" Temper Mill. This occupation of changing back-up rolls is traditionally the Millwright Leader's job, dating back to the time of this duty."

The Relief Sought reads:

"The company pay R. Wallace, 16568, the difference in moneys for the job he was scheduled and the job he performed and discontinue this practice."

DISCUSSION AND DECISION

The essential issue here is whether the Grievants, who are Millwrights, First Class, were "performing and meeting the requirements" of the Millwright Leader job, but were "not receiving the established rate for that job". The clear weight of the evidence is that the physical duties of both jobs here involved is substantially the same. The Leader job does require that an employee in this classification "leads, checks and reports on the work of a group of men", as those terms are used in Section III of the Mechanical and Maintenance Agreement.

The job description for Millwright First Class does indicate that he is expected to direct a Second Class Millwright and that he is called upon to assist "other maintenance men on repair and maintenance work and installations to *** Skin Mills" and that he is required to prepare back-up rolls. Based upon a reasonable interpretation of this description and the past practice under this description, it is apparent that the Millwright First Class is expected to not only direct the Second Class Millwright, but also a lower rated Third Class Millwright and a Helper should the circumstances require. It is evident from a reading of the Millwright Leader description that he is not expected to direct the work of Pipefitters.. Under the heading "SUPERVISION", he "directs: Millwrights or Maintenance Helpers". The Company testimony was not specifically refuted that a Pipefitter would not "stand" to have a Millwright Leader tell him what to do or not do. (Tr. 126). The Union witness did testify that Pipefitters

upon seeing something wrong that falls within the "jurisdiction" of Millwrights will call this to his attention. The Union witness did not regard this as directing him as to how he should perform this work. It was the Union witness's characterization that in such situations it is "more or less as a suggestion to help you out". (Tr. 153). As the Millwright First Class job description indicates, the employees in this classification are expected to work along with other maintenance men on certain types of jobs. This does not mean that the Millwright First Class is any more than the Millwright Leader is directing the Pipefitter simply because they co-ordinate their efforts. The Union testimony is that the Pipefitter is required to test the system before he leaves. (Tr. 151).


The Company has expressly stated in this record that it would not hold the Millwright Leader or the Millwright First Class responsible for any failure of the Pipefitter to perform his own work. A Craneman is not part of the Mechanical Gang and the evidence is that he is simply responding to signals that are given to him. It is noted that even the Millwright Leader's job description does not make any mention of directing a Craneman.

The evidence in this case does show that this work has been performed in the past sometimes with a Leader present and sometimes without the presence of a Leader. Grievance settlements relating to the filling of a permanent opening in a Leader job due to a promotion are not controlling in this situation where the average time required to change two back-up rolls is 1½ hours. The job description of Millwright First Class does provide that the Millwright will perform these physical duties. In directing the work of Second and Third Class Millwrights, it cannot be found that the Millwright, First Class, is being required to exercise any directional authority beyond that provided in the job description. A showing that a First Class Millwright was assigned and paid the rate of a Leader under circumstances where the Leader was absent from the Plant is not tantamount to a recognition by the Parties that a Leader must always be present on this job which averages 1½ hours. The Leader has many other functions in addition to the performance of this specified work.

Based upon the evidence in this record the Arbitrator cannot find that a Millwright Leader must be present at all times when back-up rolls in this 40" Mill are being changed.

AWARD

The grievances are denied.



Peter M. Kelliher

Dated at Chicago, Illinois
this 3rd day of March 1963.