

In the Matter of Arbitration Between

INLAND STEEL COMPANY

- and -

UNITED STEELWORKERS OF AMERICA,
Local Union No. 1010

ARBITRATION AWARD NO. 522

Grievance No. 12-G-84

Appeal No. 664

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

J. L. Federoff, Divisional Supervisor, Labor Relations Dept.
W. A. Dillon, Assistant Superintendent, Labor Relations Dept.
B. T. Skurka, General Mechanical Foreman, Galvanizing Dept.
J. Hewitt, Divisional Supervisor, Labor Relations Dept.
R. J. Stanton, Assistant Superintendent, Labor Relations Dept.

For the Union:

Cecil Clifton, International Representative.
C. C. Crawford, Grievance Committeeman.
Theodore Coopwood, Aggrieved.
Willie Bridgeman, Assistant Grievance Committeeman.
William E. Bennett, Secretary, Grievance Committee.

STATEMENT

Pursuant to notice, a hearing was held in Miller, Indiana, on December 11, 1962.

THE ISSUE

The grievance reads:

"Since December 11, 1960, the aggrieved, T. Coopwood, #4435, contends that he is being unjustly dealt with for having to work as mechanical handyman for labor's pay".

The relief sought:

"Request that the aggrieved be paid the difference between mechanical handyman and labor pay for the time specified".

DISCUSSION AND DECISION

It is the Grievant's claim that from and after April of 1960 to August of 1961 he was performing the work of a Maintenance Handyman, but was not being paid the rate. Mr. Bailey was a Maintenance Handyman and it is Mr. Coopwood's claim that he was told by Mr. Skurka, the then

Mechanical Foreman, that he should "help out the old man in every way". He was also instructed to "do exactly what Bailey would tell him to do". It was Mr. Coopwood's claim that he did perform the job duties of a Maintenance Handyman both when Mr. Bailey was present working with him and also when he was absent for brief periods. He claims that he instructed other employees in performing their work and although they received the Maintenance Handyman rate at that time, he was paid only at the Laborer rate. Mr. Skurka testified that when he was advised by the Assistant Superintendent that Mr. Coopwood was going to be doing some work in the Mechanical Division that he personally protested to Mr. Rothfuss that Mr. Coopwood had not passed the Mechanical qualifying test. At that point Mr. Rothfuss explained that Mr. Coopwood would only be doing manual labor-type work assisting Mr. Bailey. The Company testimony is that because Mr. Coopwood desired to go to night school and due to the fact that his seniority did not entitle him to a daytime job that, in effect, the Company "made" a job for Mr. Coopwood on days in order to permit him to go to school. He was to help Mr. Bailey on heavy work because Mr. Bailey was then sixty years of age. This, however, was only to be done on certain days of the week because Mr. Coopwood was also assigned on certain days as a Cleaning Machine Operator.

The Grievant's testimony considered in the light of the entire evidence raises some question as to his credibility. Although he claims that he was instructed to perform Maintenance Handyman work, there is no indication that he asked the Superintendent in their conversation as to the title and rate that he was to have. The Maintenance Handyman is in Job Class 9 and the Laborer is in Job Class 2. Despite the fact that he was regularly paid at this much lower rate there is no evidence that he filed a grievance from April 1960 until the present grievance was filed on January 3, 1961. The Grievant did claim that he filed four "alternate grievances to get the rate", but "he did not hear from them". The Union offered no testimony supporting this statement of the Grievant. This would constitute remarkable forbearance on the part of this employee to believe that he would perform this work at the Laborer Rate from April of 1960 until January of 1961 without protesting. He testified that he actually fulfilled all of the job duties of a Maintenance Handyman on days when Mr. Bailey was absent. There is no evidence that he filed any specific grievance with reference to these particular days. The Company testimony is that when Mr. Bailey was absent, other employees who had passed the qualifying test in the Mechanical Division were assigned to fill Mr. Bailey's job. It is noted, likewise, that although Mr. Coopwood claims that he "broke" Mr. Pasztor in as a Maintenance Handyman and yet he continued to receive only the Laborer's rate, that he filed no specific grievance with reference to this. No supporting testimony of other Bargaining Unit employees who would have knowledge of these alleged instances testified. The Company presented not only direct testimony, but also documentary evidence to show that Mr. Coopwood was present in the plant with Mr. Bailey on only two days of the week when he could have been helping Mr. Bailey. The Union at the hearing made no claim of any changed conditions that occurred that did at that time increase the work load upon Mr. Bailey. Specifically there is no allegation of an "inadequate force" violation under Article VI, Section 8. Although the Union eventually urged in the third step that the "volume of systems, greasing and oiling work is such that he cannot keep

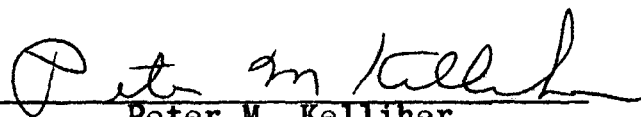
up with it", no such testimony was adduced at the hearing. Certainly Mr. Bailey was doing this work prior to the date the Grievant was assigned as a Laborer in the Mechanical Division. It must be presumed that the Superintendent and the Mechanical Turn Foreman were fully aware of the fact that not only had the Grievant at that time failed to take a Mechanical qualifying test, but that he also lacked the requisite seniority to be assigned to this job as a Maintenance Handyman in the Mechanical Division.

There is no language in this Contract that would prevent the Company from assigning the employee to do Laborer work in the Mechanical Division. The job description of General Laborer does provide as its primary function "performs any type of manual labor as required". If the Grievant was performing any work as a Maintenance Handyman, he was not performing it by the direction of Supervision, but merely as a "Volunteer". He is entitled to be paid the higher rate only if he is able to show that he was "directed" by Supervision. The forbearance and delay of Mr. Coopwood in processing a grievance from April of 1960 to January 3, 1961, is contrasted with his filing a grievance on June 2 (Grievance No. 12-G-147) when he protested the filling of vacancies in the Mechanical sequence which took place on June 1.

It is evident that Mr. Bailey was able to get along on his own without Mr. Coopwood's help on at least three days of the week. If the Arbitrator were to uphold the Grievant in this claim, Management might be discouraged from trying to assist elderly employees at an increased payroll cost to them. It is noted that the Grievant directly benefited in obtaining a job on the day shift so that he could go to night school. The important consideration is that the Grievant did not fulfill the responsibilities of the Maintenance Handyman job. The Company looked to Mr. Bailey and not Mr. Coopwood for the proper performance of this work. It cannot be said that Mr. Coopwood performed either generally the duties of a Maintenance Handyman or any of the functions that are distinctly characteristic of this occupation.

AWARD

The grievance is denied.


Peter M. Kelliher
Arbitrator

Dated at Chicago, Illinois,
this 4 day of January, 1963.