

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA  
Local Union 1010

Grievance No. 20-G-101

Appeal No. 697

Arbitration No. 533

Opinion and Award

Appearances:

R. H. Ayres, Assistant Superintendent, Labor Relations Department  
W. A. Dillon, Assistant Superintendent, Labor Relations Department  
A. T. Anderson, Divisional Supervisor, Labor Relations Department  
J. J. Matusek, Assistant Superintendent, Mechanical Department  
G. Saboff, General Foreman, Weld Shop  
L. Minelli, Foreman, Weld Shop  
G. A. Jones, Supervisor, Industrial Engineering Department

For the Union:

Cecil Clifton, International Representative  
Theodore J. Rogus, Acting Secretary, Grievance Committee  
James Balenoff, Griever  
George M. Chigas, Assistant Griever

Grievant, a Tool Repairman, complains in this grievance that while he was scheduled off, the foreman or employees of another sequence performed his duties, and his request is that he be paid retroactively (and in the future as well) for the turns in which this practice was or is followed, listing six successive Mondays starting March 6, 1961 and six Saturdays starting March 4, 1961 (the latter at time and one-half).

In the third step or at the hearing, the Union agreed that damages claimed for days prior to March 13 are out of time, being more than 30 days prior to the filing of the grievance, and also that grievant is not entitled to any overtime reimbursement for any Saturday work.

The grievance cited Sections 1, 3, 6 and 9 of Article VII. At the hearing Article VII, Section 14 was added.

Grievant is the only Tool Repairman scheduled in this Weld Shop. He is scheduled only on the 8-4 turn, normally Monday through Friday. Since January 31, 1960, however, because of reduced operations, he was scheduled only Tuesdays through Fridays for some 34 weeks, out of a total of 63, and in four of these Monday was a holiday. Although some Welders work on all turns and on Saturdays and Sundays, no Tool Repairman has been scheduled except as stated above. Grievant is not making any point about the other turns, nor about Saturday or Sunday work, as the case was presented.

The question is whether on the 8-4 turns when grievant was scheduled off duty, other employees or supervisors performed his work, thereby violating the Agreement.

Although an assertion was made that some foreman had, during grievant's absence, done some repair work on an acetylene hose or on the hose of an open arc machine, no proof thereof was offered. In fact, it was conceded there is an ample stock of acetylene hoses on hand, and that the work of repairing open arc machine hoses is that of Machinists, not grievant, in any event.

The fact issue is, therefore, a narrow one. Was grievant's work improperly assigned to others when, on his scheduled turn off, the tool room was unlocked by a supervisor or some other employee, and the Welders permitted to enter and procure supplies or tools by themselves?

The Union's position is that issuing and receiving tools, material and equipment used in the Weld Shop is strictly the work of the Tool Repairman, as is evidenced by the job description of this title.

It is true that these duties are listed in the primary function, and as one of the typical duties in the job description. "Maintain" and "repair" are also mentioned in the primary function, however, and there are six other typical duties listed which cover the inspection, maintenance, repair, disassembling, replacing of worn or broken parts, of tools and equipment, the checking of equipment, the use of oxy-acetylene torches, and the unloading of tools and materials from trucks. This title is in Job Classification 10, in contrast to other Tool Room Attendants who are generally in Job Classification 6 or 7, and the difference is explained by the mechanical duties and skills of the Tool Repairman. The inescapable conclusion is that the unlocking of the door must be associated with the issuing, recording, inspecting and repairing functions in order to be work of the kind characteristic of the Tool Repairman classification.

Two significant facts must be stressed. The first is that for years no Tool Repairman has been employed on the 4-12 and 12-8 turns, nor on Saturdays or Sundays, although some Welders are scheduled at such times, and the practice of having a foreman or some employee unlock the tool room door has become thoroughly established and accepted. The Welders simply help themselves, and are on an honor system to return the tools or equipment to the tool room. The second is that grievant is not held accountable for such items taken out during his absence, despite his expressed fears to the contrary.

In view of all these undisputed circumstances, it seems clear that the mere unlocking of the tool room door is not, and has not, been regarded by either the Company or the Union as an intrusion into the area of the typical duties of the Tool Repairman. His work is of a much different and higher order, and no credible evidence was presented to demonstrate that any of the work regarded as peculiarly that of the Tool Repairman was performed during his scheduled turns off by anyone else.

It becomes unnecessary, therefore, to consider whether there was a violation of Article VII, Section 14, which forbids supervisors to perform bargaining unit employees' work, or whether the citation of this Section was timely. Since no other employee has been shown to have performed his typical work duties, and since there was no vacancy which was filled temporary or permanent, the other parts of Article VII cited in the grievance have likewise not been violated.

It must be clear from the foregoing comments that if the fact were that supervisors or other employees, particularly those not in the sequence in question, had performed work which is peculiarly or characteristically that of the Tool Repairman while he is on a schedule of less than 40 hours, there would be grounds for holding that this impairs the sequential seniority rights of the grievant, and, if a supervisor is involved, that it also violates the provisions of Paragraph 177 (Article VII, Section 14). But, as stated, the unlocking of the tool room door has not been treated as work solely of the Tool Repairman, -- in well over two-thirds of the time this has been regarded as a perfunctory or incidental task which anyone of a variety of foremen or employees may perform.

A W A R D

This grievance is denied.

Dated: February 13, 1963

/s/

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David L. Cole  
Permanent Arbitrator