

Award Nos. 823 and 824
 IN THE MATTER OF ARBITRATION
 Between
 INLAND STEEL COMPANY
 Indiana Harbor Works
 and
 UNITED STEELWORKERS OF AMERICA
 Local Union No. 1010
 Grievance Nos. 24-S-47 and 24-S-48
 Arbitrator: Clare B. McDermott
 Opinion and Award
 March 19, 1991

Subject: Reassignment of Duties, Following Sharp Reduction in Volume of Work, from Position-Rated Jobs to Jobs in Other Seniority Sequences Which Always Had Performed Identical Tasks.

Statement of the Grievance:

24-S-47 "Management violated the Collective Bargaining Agreement when it transferred work from grievant's sequence to another sequence and reduced the force of the grievance sequence.

"Relief Sought Cease and desist transferring said work and make grievant whole for all monies, job rights and benefits lost due to the violation.

"Violation is Claimed of Articles 2, Section 2, 3, Section 1, and 13, Sections 1 and 3."

24-S-48 "Management violated the Collective Bargaining Agreement when it transferred work from the grievance sequence to another sequence and reduced the force of the grievant's sequence.

"Relief Sought Cease and desist transferring said work and make grievants whole for all monies, job rights and benefits lost due to the violation.

"Violation is Claimed of Articles 2, Section 2, 3, Section 1, and 13, Sections 1 and 3."

Agreement Provisions Involved: Articles 2, Section 2, and 13, Section 3 of the August 1, 1986 Agreement.

Statement of the Award: The grievances are denied.

Chronology

	24-S-47	24-S-48
Grievance Filed:	2-10-89	2-10-89
Step 3 Hearing:	N/A	5-02-89
Step 3 Minutes:	N/A	8-01-89
Step 4 Appeal:	N/A	8-22-89
Step 4 Hearing(s):	N/A	1-05-90
Step 4 Minutes:	N/A	1-05-90
Appealed to Arbitration:	2-19-90	2-16-90
Arbitration Hearing:	2-23-90	2-22-90

Appearances

Company (Both Days)

R. V. Cayia	Section Manager, Union Relations
Don Maravilla	Section Manager, Operations, Mobile Equipment & Trucking Services
Karl Hoffman	Section Manager, Main Shop, Mobile Equipment and Trucking Services
Larry Chism	Senior Planner, Main Shop, Mobile Equipment and Trucking Services
Jay Jerome	Supervisor, Operations, Mobile Equipment and Trucking Services

Union (Both Days)

J. Robinson	Arbitration Coordinator
Jack Thill	Griever
Jim Thill	Asst. Griever
Buddy Pitts	Grievant
Edwin Pina	Grievant
Juan Bonilla	Grievant
Frank Gonzalez	Witness
Kevin Lidster	Witness

BACKGROUND

These grievances from the Mobile Equipment and Trucking Services Department of Indiana Harbor Works claim violation of Article 2, Section 2, Article 3, and Article 13, Sections 1 and 3 of the August 1, 1988 Agreement in Management's consolidating certain maintenance and service work in different jobs in a different seniority sequence and eliminating the Yard Equipment Repairman (Grievance 24-S-48) and the Supplyman jobs (Grievance 24-S-47).

In past years the old Yard Department had several operations, including the Mobile Equipment section. It was responsible for maintenance, repair, and servicing of all heavy, off-road equipment, such as cranes, front end loaders, and bulldozers, and it contained the Yard Equipment Repairman and the Supplyman jobs. There was also a Stores & Trucking Department, responsible for the internal trucking fleet, and it had a mechanical group to support that equipment.

In addition there was a Mobile Equipment Repair operation. It had the Main Shop and the craft Mobile Equipment Repairman and craft Mobile Equipment Machinist jobs, as well as Satellite Shops for specific areas.

In May of 1985 there was a reorganization, after which there were only two departments. The old Yard Department was merged with the old Stores & Trucking, to become the Plant Services Department, responsible for maintenance and repairs on trucking, in addition to the cranes, loaders, and bulldozers it always had serviced, and it retained the two jobs in question here. The other facility emerging from that reorganization was the Mobile Equipment Services Department, which got the maintenance portion of the former Stores & Trucking responsibility.

Another reorganization came in 1987 and 1988. The service activities for trucking, cranes, loaders, and bulldozers went to a new Mobile Equipment and Trucking Services Department (hereafter METS), which continued to have the two jobs that are relevant here. The balance of the old Plant Services operations, including the Labor Pool, went to a new Transportation & Yard Services Department.

The changes listed above were those of managerial structure and did not affect seniority sequences or sequential rights of employees.

Before elimination of the two jobs relevant here, the two grievants in Grievance 24-S-48 were scheduled on the Yard Equipment Repairman on days, only, Monday through Friday, and the grievant in Grievance 24-S-47 was scheduled Monday through Friday on day turn, only. Both jobs were in the Equipment Service Seniority Sequence of the METS Department.

The Yard Equipment Repairman was responsible for servicing the heavy equipment of the old Yard Department fleet. It was a Job Class 9, position-rated job, whose Primary Function was to make minor repairs, adjustments, and services to that segment of the mobile equipment, and that included changing, installing, and repairing auxiliary equipment, as necessary. To do so it rode a supply truck to carry its tools and equipment out to the site of the mobile equipment to make simple repairs to it and to pick up and deliver materials and equipment. Its minor repairs included adjustments and repairs to accessories, such as hooks and cables. In earlier years the job had performed other duties, as well, but a number of them had disappeared before it was eliminated in 1989.

The Company asserts, and the Union denies, that there was a great deal of overlapping of duties of the Yard Equipment Repairman and the two craft jobs of Mobile Equipment Repairman and Mobile Equipment Machinist. In any event, in March of 1989 the work of the Yard Equipment Repairman job that remained after a long series of changes and elimination and reduction of duties, was consolidated in the Mobile Equipment Repair Sequence in the Mobile Equipment and Transportation Services Department. That was done, says the Company, to eliminate the overlapping of duties. Following the Company's movement of the work, the two grievants were stepped back to the Labor Pool of the Transportation and Yard Services Department. Grievance 24-S-48 followed.

Aside from details as to specific duties, the Job Class 3, position-rated Supplyman was the only other job in the Equipment Service Sequence of METS. That earlier had been called the Plant Services Department. The Supplyman's particular tasks and their fate will be stated later. Here, too, the Supplyman job was eliminated in March of 1989, upon consolidation of the duties remaining after a series of changes, reductions, and eliminations of tasks in the Mobile Equipment Repair Sequence (craft jobs) in METS, and Grievance 24-S-47 followed.

Company witness Maravilla, Section Manager, Operations, Mobile Equipment and Trucking, was on that job from July of 1988. He explained that he witnessed a significant decline in the tasks of the Yard Equipment Repairman job, which resulted from a reduction in the size of the fleet it helped maintain, a reduction in the hours worked by that reduced fleet, and a change in the duty cycle of the equipment maintained. The change in the fleet size is shown in the table:

	1982	Jan., 1989	Dec., 1989
Bulldozers	11	5	4
Traxcavators	2	0	0
Gradalls	1	0	0
Locomotive Cranes	17	10	8
Crawler Cranes	9	6	6
Wagon Cranes	6	5	3
Payloaders	10	3	3
F.E.L.	10	7	7
Trackmobiles	3	0	0
Total	69	36	31

Maravilla said that in 1982 the most relevant equipment in the then Yard Department fleet were locomotive, crawler, and wagon cranes (tires), totalling thirty-two pieces of equipment. By January of 1989 those three categories had shrunk to twenty-one units, and servicing them was the primary function of the Yard Equipment Repairman.

The operating hours of those cranes also decreased. From 1971 to 1979 the annual average crane utilization hours was over 85,000. By 1988 it had fallen to less than 36,000.

The Company's claimed change in duty cycle relates in part to its intent to move in 1991 to an all-cast mode of steelmaking, so that the older, heavy-duty cranes necessary to lift and move ingots will be eliminated. That heavy work taxed the cranes and caused breakage and strain. Straddle cranes of greater capacity will handle cast slabs, with a further reduction in use of the three categories of cranes serviced by the Yard Equipment Repairman. In addition, Plant 2 cranes no longer will be responsible for loading scrap since Plant 4 will get its own scrap, which will bring a further reduction in utilization of these three kinds of cranes, as well as less wear and tear on them, and, therefore, less need for light maintenance on them by the Yard Equipment Repairman.

Maravilla insisted it was not true that the Yard Equipment Repairman performed those services for those cranes exclusively. He said the Job Class 20 craft Mobile Equipment Repairman and the Job Class 20 craft Mobile Equipment Machinist jobs also did that work on all twenty-one turns. Grievants worked on days only, Monday through Friday, and Maravilla said a lot of this kind of crane-repair work was done by those two craft jobs on the two off-turns per day when the Yard Equipment Repairman job was not assigned. Maravilla agreed that the two craft jobs performed more, and more various kinds of, duties than the Yard Equipment Repairman, but he insisted they also did much of the same maintenance work as did the latter job, so that it could not claim an exclusive right to that work.

Company witness Hoffman is Section Manager of the Mobile Equipment and Transportation Services Department. He began with the Company in 1957 and worked up through all bargaining unit jobs involved in this activity over the years before he went into Management in 1978.

The Main Shop has about 100 employees engaged in these repair activities, and all are craftsmen. The Satellite Shops have approximately 60 employees, with 138 out of the combined group, on the craft Mobile Equipment Repairman job, 12 on the craft Mobile Equipment Machinist, and 10 on the Welder job. There also are employees on the craft Mobile Equipment Machinist job in the Main Shop. Both craft jobs do the entire range of repair and maintenance work on both mobile and stationary equipment. They work on mobile equipment in the field. They overhaul complete units and all components, including diesel engines, power transmissions, differentials, axles, hydraulic and pneumatic systems, electrical repairs up to thirty-six volts, and structural repairs and fabrications.

The Main Shop also has a Field Repair Crew, and it, too, does all the work just mentioned and has done so for all the thirty-three years that Hoffman has worked in the plant. He says his employees on that craft Mobile Equipment Repairman job always have done the same, and more, of the work that was done by the Yard Equipment Repairman job in question here. The latter job worked only on that equipment that had been in the Yard Department fleet, which in the past had been about thirty pieces of equipment. The two craft jobs performed their maintenance and repair work on the Yard Department fleet and on all other mobile equipment as well. Hoffman said his Department is responsible for a minimum of 1200 pieces of equipment, as contrasted with the old Yard Department's maintenance work on a fleet which once had 30 or 31 pieces of equipment and which had fallen off to 21 units by January of 1989.

Hoffman then explained that Company Exhibits 19 through 30 show maintenance and repair work on Yard Department mobile equipment by his craft employees on the Mobile Equipment Repairman job from 1987 and 1988, and he said that prior records would make the same demonstration. Hoffman said that when he

was working on bargaining unit jobs in the Mobile Equipment Repair Sequence in the 1960s and early 1970s he did all these kinds of field repairs on Yard Department equipment and that they were the same as those activities of the Yard Department Repairman. He insisted also that Riggers from the old Field Forces (now IRMC), Millwrights in #3 Cold Strip, and Millwright Mechanics in Plant 4 Power and Structural had done that kind of work, as well.

The Union replies that none of the examples on Company Exhibit 29 hurt its case, since all of it deals with the craft jobs' replacing booms on cranes, work which the Union agrees the Yard Equipment Repairman job does not and never did perform. The Union said the same was true of the work by the craft jobs in replacing boom cables, shown on Company Exhibit 28; tag-line winder reels, as shown on Company Exhibit 26; replacing magnet reels on Company Exhibit 23; and replacing boom-cable sheaves on Company Exhibit 21.

Hoffman insists that his craft employees do by far the great majority of maintenance and repairs on mobile equipment. He agreed with Maravilla's explanation of the three causes of decreases in the volume of work of the Yard Equipment Repairman.

Hoffman explained that over the years the plant went from producing 4.5 million tons of steel a year to 9 million tons, almost all of that in ingots, and that they had been transported by locomotive and crawler cranes, which thus suffered heavy wear and tear on sheaves, shafts, cables, hoists, and structures. With the gradual change to use of straddle cranes of 200,000-pound capacity and bridge cranes with two magnets or spreader beams, there was much less wear and tear on the old equipment. One of those new straddle cranes can do transportation work better than four or five boom cranes. Thus, as use of straddle cranes increased, the duty cycle of the locomotive and crawler cranes was sharply reduced. Hoffman said the straddle cranes are maintained and repaired by the craft Mobile Equipment Repairman and Mobile Equipment Machinist and never were worked on at all by the Yard Equipment Repairman.

Hoffman said also that a better way had been found to put teeth on buckets of front end loaders, which reduced that replacement work by Yard Equipment Repairmen to perhaps 20 percent of what it had been in 1985 or 1986. In the two-year span of 1982 and 1983, 527 bucket teeth were replaced, while only 241 were replaced in the years of 1988 and 1989.

Hoffman mentioned also that installation of automatic and semi-automatic lubrication systems on the mobile equipment increased its durability. Sheaves and shafts used to wear out much sooner.

Hoffman explained that his operation has a Field Crew of eight employees on days and two on the afternoon turn, and the entire crew on third turn is a "breakdown" crew. Thus, he said much of the work of his Mobile Equipment Repairman and Mobile Equipment Machinist jobs are done out in the field.

Company witness Chism, then Senior Planner, Main Mobile Equipment Shop, explained that the first one-half of his twenty-four years with the Company had been spent in the Yard Department and then in the Mobile Equipment Sequence as a Hooker, Painter, Apprentice and then Standard Mobile Equipment Repairman. In 1978 he went into Management. While on the Mobile Equipment Repairman job from 1972 to 1978 he worked in the Field Repair Crew, performing field repairs on Yard Department equipment. During those years, he said he and his co-workers very frequently performed all of the repair tasks mentioned by Company witness Hoffman on all Yard Department equipment. He says he did and saw all that done by the two craft jobs on all days and turns.

The witness then became a Turn Foreman and was responsible for the Field Crews. Those Field Crews worked out of a radio truck, and he coordinated and changed their tasks, and worked all shifts. There now is an eight-man Field crew on days and a two-man crew on the back turns. Chism said he was familiar also with the repair tasks done by this Yard Equipment Repairman job and that there were none of them that the Mobile Equipment Repair crews did not do, also.

The Company's Operations Supervisor, Turn Foreman in the METS Department, Jerome, began with the Company in 1974 and worked up through the ranks to the Mobile Equipment Operator, with two years (1977-79) on the Yard Equipment Repairman job. He then began supervising that job. He said its typical duties were changing cables and troubleshooting to see if there were problems the Yard Equipment Repairman could take care of or whether the skills of the craft jobs were required. He said the field repair work he did as a Yard Equipment Repairman was not done only by that job but that it was done also by the craft jobs. He said the Yard Equipment Repairman's principle activity was changing hoist and pull cables, but not the boom cable. He would measure, pull, and cut cable, from the Storehouse.

Jerome said there was a lot of idle time on the Yard Equipment Repairman and, since there were fewer cable changes in later years, there was a further decrease in work of that job.

Jerome was on the Mobile Equipment Operator job from 1979 to 1986, and thus he saw the times when a tag line would break and the craft jobs would come out to fix it, and he says that occurred on all days of the week and on all turns.

Grievant Bonilla, a former Yard Equipment Repairman, has been with the Company for twenty years. He said the tasks done by that job included changing cables on all cranes (locomotive, wagon, and crawler), including hoist cables, tag lines, pull cables, holding line, and closing line. It worked on hooks on lifting devices and putting bucket cables on sheaves. It inspected, checked bolts in magnets, and the gap on hooks with a measuring device, and put pins in buckets, replaced teeth on front end loaders, a backhoe, and a road grader, replaced fire extinguishers, checked oil for samples, moved portable lights up to three or four times in one day, got whatever might be needed from the Storeroom, such as flags, derails, put flags on sticks, performed safety-escort duty for any of about four cranes as they were moved about the plant, and lowered the gantry so it could move under obstructions and to take it off.

Bonilla says he was not aware of the craft jobs' performing those activities. He worked only Monday through Friday on days. He insisted no other jobs moved portable lights, escorted cranes, or replaced fire extinguishers, on days.

Grievant Pina has twenty-two years with the Company and was a Yard Equipment Repairman for eight years. He says he was not aware of the craft jobs' doing the same maintenance and repair tasks as he did. He said he did work on a LaTourneau crane, by fixing chains, putting in pins, and cutting keys. He and Bonilla said they have come out on Monday morning and found work left over for them from the weekend turns when they had not been scheduled, and that that had happened also on work left from the midnight turn on the other week days. Pina said he had worked overtime on the Yard Equipment Repairman in order to finish tasks.

Union witness Gonzalez began with the Company in 1957 as a Mobile Equipment Operator. He had about fifteen to eighteen years as a Crane Operator in the Yard Department. He worked some midnight turns but in the last ten to fourteen years he was on days. He said that, if a cable broke on the crane, he would call the supervisor on the truck and that a Yard Equipment Repairman and crew would be sent out to fix it but, if a hoist or swing cable had broken, the craft jobs would be sent to the crane. Gonzalez said he never saw the craft jobs do Yard Equipment Repairman work. Gonzalez said the Yard Equipment Repairman job changed the magnet to a bucket on his wagon crane, as the tasks it was doing changed.

Mobile Equipment Repairman (craft job) Lidster said that in the past and before he went to the Main Shop, when he was assigned as part of the craft Field Crew to fix cables, he would do that occasionally but most often would leave that for the Yard Equipment Repairman to take care of on the next day turn. Lidster would fix the cable perhaps once or twice a week if it was loose or off a sheave. He would do his best to keep the equipment going until the Yard Equipment Repairman would come out and fix things the next morning.

Company witness Maravilla was recalled, and he said that Union witness Bonilla's saying that the Yard Equipment Repairman job would move portable lights three or four times a day was very extreme. There are nine such units, and six or seven are in regular service at locations where work is done around the clock, where they stay and only rarely are moved. They necessarily are kept at those places, such as the scale pile, 7 Blast Furnace slurry, the sludge dump, and the paper dump to provide light at various dumping areas for the drivers. They are moved only every four to six months. Maravilla said also that the Yard Equipment Repairman was not the only job that moved them. The craft jobs have done so, too.

Maravilla said also that the Yard Equipment Repairman was not the only job to escort cranes when they had to be moved about the plant. Before the Yard job would be so assigned, a Yard Laborer would do that as a Flagman. The magnet truck has done that task, too. There are only three or four crawler cranes and three or four wagon cranes that need such escort service. The Company rents a lowboy to move a crawler crane. Maravilla said that escorting cranes was not a large chunk of work, in any event.

The witness said also that it was an exaggeration to say that the Yard Equipment Repairman would replace six or seven fire extinguishers a day. Some large fire extinguishers are serviced by a contractor. Maravilla said there could be six pieces of the kind of mobile equipment that ever would need this service that would be scheduled on the week days, and he said it would be at least odd if all six pieces of equipment would need to have their fire extinguishers replaced on any given day. He thought it would be odd, as well, if six or seven fire extinguishers would have to be replaced even on the twenty or so pieces of equipment the Yard Equipment Repairman serviced. This chore is the periodic need to recharge the fire extinguisher on the equipment by a given, posted date.

Company witness Hoffman said that early in his time with the Company and before the mid-1960s creation of the Yard Equipment Repairman job, the field-repair work on all this equipment was done by craft jobs, such as the then Locomotive Crane Machinist. There was no Yard Department Field Crew then. The craft job put on all cables then, too. Hoffman said that when a Field Crew of craft Mobile Equipment Repairmen infrequently might leave a hoist-cable replacement task for later performance, it would be, for example, when the Field Crew had only two employees and when there was no Operator on the equipment then, which employee was needed to move the equipment so that the hoist cable could be replaced.

Company witness Chism was recalled, and he said the craft jobs routinely checked oil and got oil samples on front end loaders and bulldozers on a 250-hour service schedule. He said also that lowering the gantry of a crane is done only once or twice a year, and that the craft jobs do it, too, and the Yard Equipment Repairman assists.

Much of the history of the Yard Equipment Repairman as to its placement in departments and seniority sequences, stated above, apply also to the Supplyman job in Grievance 24-S-47. This position-rated, Job Class 3 job had been in the Equipment Service Seniority Sequence in the then Plant Services Department, which department came into being in 1985 by a merger of the old Yard Department and Trucking Operations. In 1988 another reorganization of managerial responsibilities resulted in a part of the Plant Services Department, including the Labor Pool, merging with the Transportation Department to become the Transportation and Yard Services Department. At the same time the remainder of the Plant Services Department, which then had left in it the Equipment Service Sequence, among others, and which included the Supplyman job (and the Yard Equipment Repairman, too) was merged with the Mobile Equipment Repair Shop in the new METS Department.

As in Grievance 24-S-48, the Company argues here that various changes in the Supplyman's duties over the years so eroded its work that Management was warranted in recognizing those changes by moving what little was left to another seniority sequence. Management notes that in 1989 the Primary Function of the Supplyman said that it was to

"Load and unload equipment, parts and supplies to be used at various work sites."

The Company contends that by that time the Supplyman's only remaining real activity was that described in its description as follows:

"Rides truck to various work sites. Unloads equipment, parts and supplies such as: lubricants, waste, grease, guns, oil dry, starting fluid, rags, nuts, bolts, cables, etc. Periodically lubricates cranes."

The Company thus claims that the Supplyman's work that is relevant here was the delivery of the above materials to the field, plus some minor greasing of certain parts and fittings on the equipment. It says that the Supplyman would load a sufficient amount of those materials on a stake truck driven by another employee. The Supplyman would ride around to various field locations where the mobile equipment was operating and would dispense the materials to Mobile Equipment Operators as they requested them. During those rounds the Supplyman would grease some fittings on the equipment, according to a schedule which established the frequency of lubrication. The job was scheduled only on days, Monday through Friday. There was during all those times also a lube truck and Field Repair crew in the Mobile Equipment Repairman Sequence. That crew had craft Mobile Equipment Repairmen who, unlike this Supplyman, inspected, repaired, and serviced mobile equipment in the field. It performed the same work as was done by the Supplyman, as set out above. The Mobile Equipment Repair Sequence was and is responsible for maintenance and repair on about 1200 pieces of mobile equipment throughout the plant, including all units in the old Yard Department fleet. It did the same kind of work as the Supplyman and dispensed the same materials to the field mobile equipment as did the Supplyman.

Management argues that, even if attention were to be focused exclusively on that part of all the mobile equipment that was in the old Yard Department's fleet (about twenty-one units by January of 1989), the Supplyman was not the only job that performed these tasks for it. The Supplyman was scheduled only on days, Monday through Friday. Thus, when a piece of mobile equipment required any materials, such as antifreeze, engine oil, gear lubricant on any of the other sixteen turns during a week, the Mobile Equipment Repairman performed that service, since they were scheduled on all turns and the Supplyman was on duty only on five turns a week. The Company insists that greasing, too, was done also by the Mobile Equipment Repairman, Mobile Equipment Operators, and Hookers, where they were assigned.

With that overlap of duties, the Company says it had the clear right to decide which job or jobs should continue to perform them, following serious decreases in the volume of work left for the Supplyman to do. Company witness Chism testified that the Supplyman would ride around in a truck driven by another, with his materials. The truck would approach the cranes, front end loaders, and dozers, and the Equipment

Operator would wave to the Supplyman if he needed something and would wave him off if he did not. When the Supplyman job was eliminated in March of 1989, grievant Pitts was its only incumbent. He had been scheduled days only, Monday through Friday, to service just the cranes, front end loaders, and bulldozers of the old Yard Department.

Chism stressed that, beginning in 1978, the Mobile Equipment Repair Shop also had the standard craft Mobile Equipment Repairman job doing the same tasks. It went around on a truck with all the same materials needed to service the fleet. The craft job, says the Company, also changed oil and filters, adjusted clutches and belts, repaired leaks, and inspected the equipment. This activity of the craft Mobile Equipment Repairman was not limited to any given mobile equipment. It serviced all such equipment in all departments including the old Yard Department fleet, which total came to about 1200 pieces of mobile equipment, about 30 to 40 percent of which was in the field. The balance was worked on by the craft jobs in the Shop.

The Company urges that there were a number of changed conditions relating to the Supplyman's work, and that its decision to eliminate the job was in response to them. They included, as was mentioned in the Yard Equipment Repair situation, a reduction in the old Yard Department fleet of equipment, as well as a serious reduction in hours of its operation; installation before the grievance of automatic-lubrication systems on fifteen pieces of mobile equipment in the old Yard Department fleet and seventy-three pieces in the entire Company fleet; better lubricants; and installation of a central lubrication station for dispatch of fluids and supplies, and another such station in the North end of the plant. All that is said naturally to have reduced the need for the services performed by the Supplyman.

The Company relies on the same tables and counts to establish the decrease in the Supplyman's work as it did in Grievance 24-S-48 regarding the Yard Equipment Repairman.

Chism said that while the Supplyman still was assigned, the mobile equipment in the old Yard fleet was greased by the Mobile Equipment Operator, the Hooker, and the craft Mobile Equipment Repairman, and by this Supplyman, with the primary responsibility for that resting on the Operator.

Company witness Jerome had worked as a Supplyman with Union witnesses Pitts and Bonilla from 1977 to 1979. He said that there was a lot of idle time while the Supplyman was "on call," after completing its daily rounds to service the front end loaders, six pay loaders, bulldozers, three or four cranes at the Burner Field, the equipment at the LL Yard, the front end loaders and locomotive diesel cranes at Plants 1, 4, and 2.

Starting those rounds at 7:00 a.m. ordinarily would see them finished by 10:00 or 10:30 a.m., after which the Supplyman would be "on call." After lunch he would restock the truck, and that was the day's work.

Jerome said the Supplyman did not inspect the equipment. The Operators did that. The job serviced only that old Yard Department equipment that ran on day turn. As a Supplyman Jerome did not lubricate the equipment. The craft Mobile Equipment Repairman would supply and lubricate the mobile equipment on the off turns. Jerome knew that because he worked as a Mobile Equipment Operator, as well, and thus was out on all turns over a period of time. By 1989 there were only ten locomotive cranes and three bulldozers that were without automatic-lubrication systems and thus required that service by the Supplyman.

Union witness Pitts, grievant in 24-S-47, was a Supplyman for twelve years. He said that just before the job was eliminated he was greasing three front end loaders twice each weekday, and the boom of the crawler cranes every Monday, Wednesday, and Friday. He would grease a crane at Plant 1 once a week, service (provide oil, grease, antifreeze, and rags) locomotive cranes at G Yard, and fill grease guns for the three or four cranes at the Burner Field. The three front end loaders he had been greasing then were provided with automatic-lubrication systems.

Company witness Maravilla testified to the considerable volume of off-turn activity by the mobile equipment, which would have to be serviced then by the Hooker and by the craft jobs of Mobile Equipment Repairmen and Mobile Equipment Machinists in the two-man Field Crew.

As to its assigning to those jobs the balance of the Yard Equipment Repairmen's work, left to be done after the changes listed above, the Company insists that, absent specific Agreement language to the contrary, it has a broad right to assign work among different position-rated jobs. This is said to be especially so since the Union has not and could not show that the Yard Equipment Repairman held any exclusive right to perform the disputed service and maintenance work.

Management notes that both grievants in Grievance 24-S-48 said they were unaware that any other employees performed this disputed work, but it stresses that they worked days only and, therefore, could not know what was done on the other turns when, according to Company witnesses, the craft Mobile Equipment Repairmen did exactly the same kind of service and repair work.

The Union argues that a local working condition developed from the Yard Equipment Repairman's and the Supplyman's performing the disputed work and that Article 2, Section 2 thus protects their right to keep it when coupled with the Union argument that the seniority provisions of Article 13, Section 3 (paragraph 13.11) prohibit Management's transferring that work from the Equipment Service Seniority Sequence to the Mobile Equipment Repair Sequence. It cites Award 813 for that proposition. The assertion is that when recognized types of work have been done with reasonable consistency and exclusivity by jobs in a given seniority sequence, the concepts of Article 13, Section 3 and Article 2, Section 2 require that such work not be transferred across seniority-sequence lines.

The Company responds that it is not urging, and that no such decision would be required by these facts, that it has a Section 3 Management right to ride roughshod over seniority sequences. It notes that the crucial sentence in paragraph 13.11 says that the seniority-sequence diagrams agreed upon shall remain in effect for the life of the Agreement unless changed by agreement in writing. The Company says that means only that it may not move work unilaterally from one sequence to another without good reason, but that it does not mean that such sequences are frozen forever, so as to prevent it from reacting to significant changes in objective conditions affecting the nature and volume of the work in question in order to protect efficiency of the operation.

The Company notes that these two jobs were created in the 1960s. The Yard fleet that they serviced was large, with a high utilization rate, and the jobs cared for certain segments of work. Over the years all that changed, as the Company says its evidence demonstrated, without rebuttal by the Union. Those changes, taken together, severely reduced the volume of work for both jobs.

Even more significantly, says the Company, is the fact that the evidence shows clearly that these two jobs never were the exclusive performers of the disputed work. It was done also by two craft jobs in the Mobile Equipment Repair Sequence, the Mobile Equipment Repairman, and the Mobile Equipment Machinist. Thus, says the Company, there is no basis here for the Union claim that these two jobs must keep all that work. They never did perform all of it or even nearly all of it. Accordingly, in light of the substantial overlap of performance of these tasks, Management sees no violation of the Agreement in its recognizing the serious drop in volume of work for these two jobs by continuing to have the craft jobs perform it as they always have done, and assigning to them the relatively little work that would be left, and then eliminating the jobs. On the point of the great reduction in work for these two jobs, the Company says there simply was not enough left to justify retention of even one person on them.

The Union replies that, as to some phases of the disputed work, there was no overlap at all. That is, it says that the Yard Equipment Repairman was the only job that ever changed boom-hoist cables. A Union witness said he knew that because the Mobile Equipment Repairman had no key to the storage place of the cable and, being unable to get any, could not have done any changing of them. The Union argues that, taking the Company's view of the details on that task, 1.2 boom-hoist cables would be changed each week and would take 6.5 manhours each time. It says that one chore, alone, required a significant volume of time. It insists there are other unduplicated tasks, such as work on tag lines, fair lines, and pull and closing lines. If safety checks such as seeing about the gap of crane hooks be added, the Union says there is even more work.

The Union charges that the craft jobs in the Field Crew were only the back-up service for many of these duties.

As to the Supplyman, the Union contends that there is about three hours of work a week, just doing the physical part of manual lubrication of the equipment. Moreover, even with auto-lubrication systems, the Union notes that somebody must get the oil and grease out to the equipment. That had been done by the Supplyman and now is done by the craft jobs.

The Union argues that it is not significant whether there be a full week's work left for either of these two jobs because the Company did not perform its first, clear duty in these circumstances, that is, attempt to consolidate whatever work did remain within the sequence before moving what was left out of it. The Union conclusion thus is that a body of work, perhaps reduced, still exists and these two jobs did it, with only non-routine back-up by the crafts on the off turns. It is said that there is no Management rights authority in Article 3 to take that work from these two jobs.

FINDINGS

It might be helpful to make clear at the outset that this problem is not one of claimed erosion of a craft job. There the standard of exclusivity has a special and perhaps more restrictive meaning.

The jobs eliminated here are position-rated jobs, as to which Management may move duties between and among them under Article 9, without hindrance by local working condition concepts of Article 2, Section 2.

That surely is the case with duties moved from one position-rated job to another in the same seniority sequence. The Union admits as much.

Accordingly, the Union's main point here is that Article 13, Section 3 as aided by Article 2, Section 2, protects grievants against loss of the Yard Equipment Repairman and Supplyman jobs by Management's sending duties of those jobs to another seniority sequence and then eliminating the jobs.

It might be helpful also to note that this is not the kind of problem that often arises between the competing claims for a given maintenance project by what generally are craft jobs in what might be called an assigned-maintenance force against other craft jobs in a central-maintenance force. That kind of project will be performed by one group of jobs or the other, and that will be the end of that specific problem. This one, in contrast, deals with a Management decision, following serious reductions in the volume of work for two position-rated jobs, permanently to transfer the little that was left for them to jobs in another seniority sequence that always did perform all or nearly all of the same work, and to eliminate the jobs that did that work in the first seniority sequence.

There will be a later treatment of the details of the amount of work left to these jobs, according to the Union argument, on those few duties which it says were done solely by the Yard Equipment Repairman and those by the Supplyman. Careful analysis of the duties allegedly done solely by the Yard Equipment Repairman and of the competing claims about duties formerly shared and of the time still required by both shows firstly, that the size of the fleet cared for in any way by the jobs had been severely reduced over the years, that the utilization rate of even that seriously reduced fleet had been cut back drastically, and that the very heavy-duty lifting tasks performed by that equipment had been reduced severely. The combined result of all those changes was such as to justify the Company's claim that there was not sufficient work on either job to keep even one employee fully occupied. In facing up to the cumulative effect of all those changes and substantial reductions of volume of work for either job, the Company was entitled to make some major rearrangements of the work and jobs. Surely it was not bound to continue assigning employees to those position-rated jobs with less than a full set of tasks.

The Union contends that in those circumstances the Company was obliged first to scare up more work from within this seniority sequence for those two jobs, sufficient to justify keeping them manned for at least the five weekday day turns on which they had been assigned. But the Union did not follow through with suggestions as to just where such additional duties were to be found. No such source was evident, especially since the Equipment Service Sequence was a two-job sequence, and these were the two. Thus, that Union suggestion does not appear either practicable or contractually sound.

Thus, with these two jobs without sufficient volumes of work for full occupation by even one employee, there was nothing improper in Management's looking to the only natural solution to the problem. That seems especially so when it is realized that many of the main tasks still left to be done by these two jobs in early 1989 long had been duplicated in work routinely done by the craft Mobile Equipment Repairman, craft Mobile Equipment Machinist, and by some other jobs, as well. Company evidence would say that was true of all or nearly all of the duties still left to be done by these two jobs at grievance time, so that the realistic picture of this situation, according to the Company, was that two sets of jobs in two different seniority sequences were doing a universe of essentially the same kinds of work. When the volume of that work fell off drastically, the Company responded by having the other set continue to do what its jobs always had done, so that there was little or nothing in a qualitative sense that had to be transferred across seniority-sequence lines. That Company view would say that qualitatively this is less a transfer of work across seniority-sequence lines than it is a situation in which the two sets of jobs always had done much the same things and, when work of one set dried up drastically, it simply allowed the other set to continue doing the kind of work it always had done, and perhaps more of it, so that there was no need to transfer any significant batch of work from grievants' seniority sequence to the other one.

In order to avoid a set of Findings based on nothing but generalities, it seemed necessary to dig down into the specific details of duties once performed by the Yard Equipment Repairman only and which still survive, those formerly performed by that job only but which have been eliminated, and those always performed by that job and by the craft Mobile Equipment Repairmen, craft Mobile Equipment Machinists, and others, in order to get the best fix possible on this evidence, reliable documentary and testimonial, as to how much of the surviving work must be done after all the changes that have been made.

As to the Yard Equipment Repairman and allowing for differences in counts that might be attributed to the Arbitrator's viewing duties as two separate ones when witnesses actually intended only one, and vice versa, there were thirty-five tasks on which there was disputed evidence.

Of that total, the Union agreed expressly during cross-examination of a Company witness that there were five duties that the Yard Equipment Repairman had not done and, therefore, was not claiming here. They included replacing tag-line winder reels, replacing booms, replacing boom-cable sheaves, installing boom cables, and replacing magnet reels. That elimination left about thirty duties for additional analysis.

Of that thirty, there were ten chores on which, although the Union did not expressly disclaim reliance, they were not stressed or even referred to by the Union or its witnesses with any more than merely passing interest. They were repairing and adjusting brackets, repairing shovels (apparently eliminated by 1989), repairing arms, cutting and heating material, changing filters, changing tires, hooking, signaling the Equipment Operator during repairs to the equipment, fusing cable ends, and salvaging parts.

That leaves twenty duties for further consideration. They include those done admittedly by both the Yard Equipment Repairman and by the craft jobs and those which the Union insists were done exclusively by the Yard Equipment Repairman, at least on the weekday day turns, and as to which the Company claims performance also by the craft jobs, by other jobs, or by all of these mentioned jobs, in addition to performance by the Yard Equipment Repairman.

These include work with crane hooks (measuring, repairing, replacing), making up, changing, and replacing cables in general, replacing tag lines, work on buckets (excluding teeth), fair leads, holding and closing lines, and pull cables, removing and replacing boom-hoist lines, installing bucket teeth, changing oil, lubricating equipment, escorting cranes, moving port-a-lites, inspecting equipment, and riding the supply truck to deliver materials to the field. That comes out to only fourteen tasks, and whatever anyone might see as a discrepancy in counting is attributable to the above manner of expressing in formal language as one task what may have been meant as several.

Finally, must be added the Yard Equipment Repairman's replacing fire extinguishers on its (Yard Department) mobile equipment, which appears to be the only one relied on heavily by the Union and without Company denial of the Union claim of exclusive performance by the Yard Equipment Repairman.

A Union witness said the job would do that almost every day and that six or seven extinguishers might be replaced on a given day, which would entail trips to and from the equipment and the Firehouse.

Company testimony shows clearly, however, since only about six pieces of mobile equipment for which the Yard Equipment Repairman would do this work would be scheduled Monday through Friday, that it simply would not be reasonable to conclude that six or seven extinguishers could require replacement on the same day or that some would have to be exchanged every day. That conclusion would not be seriously undermined even if all of the twenty or so pieces of equipment which this job serviced were considered as the universe for this purpose. Accordingly, the evidence shows that this duty was done by the Yard Equipment Repairman, alone, but that, although it took a measurable, it was not a significant, amount of the job's time.

It may be that the job worked also with the hook, bucket, hoist, holding and closing lines, and the pull cable on crane #308. Since there was no Company evidence on this specific point, it may be that the Union witness meant that only the Yard Equipment Repairman had done that work. Union witness Pina said that he worked on the fair lead on crane #311 and that changing hoist cables on the larger cranes (308 and 311) would take four or five hours. As will be seen, however, that work always had been done by the craft jobs, too.

The Yard Equipment Repairman's work with crane hooks included measuring them with a tool for possible dangerous expansion, taking them off, and putting them on. A Union witness said it could take fifteen to twenty minutes to "inspect" a hook and that there were approximately thirty-five of them. He said the job was to "inspect" hooks every week but only when it had nothing else to do, and that it could take a week to do all of them, but that the supervisor would tell incumbents when to do that.

It is clear enough that the craft jobs, too, always have performed this task. Thus, although it still must be done, having the Mobile Equipment Repairman continue to do it does not violate Articles 13 and 2, even after elimination of the Yard Equipment Repairman.

That conclusion is applicable also, although the details differ, to the tag-line work. Union testimony says it is done about once every day and takes from forty-five to sixty minutes. But, it is and always has been done also by the Mobile Equipment Repairman and the Mobile Equipment Machinist. Thus, no violation arises here either.

That is true also as to bucket work; riding the supply truck; inspecting equipment; moving portable lights; and escorting cranes. All were done by the Yard Equipment Repairman and by the craft jobs and others, as well, so there was no exclusive performance of those duties by the Yard Equipment Repairman.

The evidence was most hotly contested as to the job's working with cables, lubricating equipment, and replacing hoist cables. There can be no doubt that it did so, but so did the craft jobs, so that here, too, there is no exclusive performance by the Yard Equipment Repairman which might stand in the way of sending what remained of that kind of work across seniority-sequence lines. The craft jobs always did all of that, as well, and, therefore, no violation arises from their continuing to do so after elimination of the Yard Equipment Repairman, even if the crafts now are doing more of it, which would be that part of those tasks that would be done by the Yard job were it still filled. Management was entitled to reassess the situation in light of the rather massive changes that had occurred over the years and to place all these duplicated tasks in the craft jobs and to eliminate the Yard job and to continue their performance by the crafts in a different seniority sequence.

It is not contractually significant on this point of duplicated duties, that recognized blocks of work would remain for the Yard job were it still manned. That could be contractually significant only as to duties done only by that job, and they are so few and would occupy so little time that they could not change this result. The Union insisted, aside from situations where there had been reduced volumes of duplicated work, that there were some duties on which there had been no duplication at all. That was argued as covering the Yard Equipment Repairman's changing of boom-hoist cables. But that was flatly contradicted by the first-hand, direct observation of Company witness Hoffman, who had worked and then supervised the craft job over the years and who said he had done and had seen others do that as Mobile Equipment Repairmen as far back as the 1960s and into the 1970s.

Without going over every other such detailed examination of the pros and cons of each disputed item, it is enough to state the conclusion that arises from that analysis. It is that by far the great majority of the duties remaining to the Yard Equipment Repairman were in fact duplicated by the craft jobs and some others and that, as to those few which were done only by the Yard job their number and time required were so minimal as to show no violation of seniority-sequence rights in Management's having the craft jobs perform them, after the accumulated changes over the years.

The Union insists there were some duties done by the Yard Equipment Repairman exclusively, at least on the five day turns. But it would not be easy to see how Articles 13 and 2 principles could be focused so nicely as to pick out and preserve for this seniority sequence just those few tasks, if any, that might have been done by the Yard Equipment Repairman exclusively on the five day turns, while the very same kinds of duties were being done by the other jobs on all sixteen other turns each week.

The same analysis of the evidence must be done now as to the Supplyman. That evidence was not nearly so extensive as that relating to the Yard Equipment Repairman. It focused almost entirely on two tasks, the Supplyman's delivering materials (oil, grease, grease guns, rags, and antifreeze) to equipment in the field and its lubricating equipment. For the reasons stated above in Background the volume of each of those generalized duties was seriously reduced by installation on much of the Yard fleet of automatic-lubricating systems, by new, central lubrication stations where the Operators bring equipment to be serviced at the end of the turn, and by use of better lubricants. Moreover, it is clear that both sets of duties always had been done by the craft jobs in their Field Crew and by some other jobs, too. Thus, having them continue to perform that kind of work, which they always had done, did not violate the Agreement.

The Union stresses that at least three hours of lubrication work remains to be done, even after the reductions. But that does not change anything. That the crafts now will perform more than three hours of additional lubrication and delivery work formerly done by the Supplyman establishes no breach of Article 13. The crafts always did that kind of work, and their continuing to do it, and even more of it, does not prevent Management from eliminating duplication by eliminating the position-rated jobs and having all that remains of the once duplicated work done by the craft jobs.

None of the arbitration decisions cited by the parties is so close on its facts as to control here, and that includes those of Award 813 (1989), as well, for the showing of exclusive performance of duties by the complaining seniority sequences was considerably stronger there.

Accordingly, since no violation of the Agreement was demonstrated, the grievances will be denied.

AWARD

The grievances are denied

/s/ Clare B. McDermott

Clare B. McDermott

Arbitrator