

In the Matter of Arbitration

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Between )  
Inland Steel Company )  
and )  
United Steelworkers of America )  
Local Union 1010 )  
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Grievance Nos. 20-K-7  
20-K-8  
Appeal Nos. 1186  
1187  
Award No. 593

Appearances:

For the Company:

T. J. Peters, Senior Labor Relations Representative  
R. L. Smith, Superintendent, Wage and Salary Administration  
J. J. Matusek, Assistant Superintendent, Mechanical  
T. R. Tikalsky, Assistant Superintendent, Labor Relations  
A. W. Grundstrom, Supervisor, Wage Administration  
C. P. McGregor, Pipe Shop General Foreman, Mechanical  
W. C. Wingenroth, Labor Relations Representative  
T. L. Kinach, Labor Relations Representative  
W. P. Boehler, Labor Relations Representative

For the Union:

Peter Calacci, International Staff Representative  
William Bennett, President  
James Balanoff, Chairman of the Grievance Committee  
George Chigas, Grievant  
Sigmund S. Francus, Grievant  
John Grepo, Grievant  
Donald R. Black, Vice President  
Jess Matthews, Vice President  
Marlin Aldersen  
Roy Gonzalez, Assistant Griever

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The issue in these grievances, and in other similar grievances, is whether there was cause, under the relevant provisions of the parties' Collective Bargaining Agreement of August 1, 1968 for demotion of the Grievants from Pipefitter Welder to Pipefitter (Standard).

The grievants had been classified as Pipefitter Welders for some years. This is a special purpose or position rated job, of higher status than the craft Pipefitter (Standard) position. In 1967 disputes arose when the Company added arc welding to the training program of apprentices and assigned arc welding work to Pipefitter Welders. Some 19 grievances were filed by the Union protesting that the Company was violating Article 9, Section 4 of

the Agreement and Article VI, Section 2-c-2 of the Job Description and Classification Manual because "improper extra duties of arc welding are being required of Pipefitter Welders in the Pipe Shop." The Company maintained that this job always required welding, and that while acetylene gas welding had been mainly used it was now possible because of technical improvements to employ superior and more efficient electric arc welding, and that in making this change the Company was not adding a new duty but rather substituting a new, improved method or tool of the trade.

In the course of the 1968 contract negotiations this subject was discussed by the parties, and on August 1, 1968 they reached an understanding which was reduced to writing as follows:

"Electric arc welding will continue to be part of the training of apprentices for the Pipefitter craft, and employees will perform electric arc welding after promotion to the craft. Employees in the Pipefitter craft who, on the date of this Agreement, are not qualified to perform electric arc welding may, if they so desire, be trained to perform such work. Employees at the Standard Rate of the Pipefitter craft, on the date of this Agreement, who are not qualified to perform electric arc welding will not be required to do so. Employees at the Standard Rate of the Pipefitter craft who qualify for the Pipefitter Welder job, including the ability to perform electric arc welding, shall be promoted to such job. Pipefitter Welders will perform electric arc welding. . . ."

Thereafter, On August 16, 1968, by a letter of understanding the parties confirmed their agreement as to the item quoted above, agreed that the 19 pending grievances would be withdrawn, and that the job description of the Pipefitter Welder was modified, among other things.

Of the 21 Pipefitter Welders in the Pipe Shop, 16 were qualified to do arc welding. All but three agreed to take the training to qualify. Of the remaining three, two are the grievants in these cases.

These three have refused to take this training, although one of them testified he is qualified to do arc welding. One of the three maintained that when he has been exposed to electric arc welding he has experienced difficulties which he described as seeing "double puddles." The others explained that they considered this to be added work which they did not think they should be required to perform without additional compensation.

All three were offered training and told that their job now requires them to be qualified and willing to do arc welding, but they refused. The one with visual trouble was asked to go to the clinic for examination. Although his own doctor told him glasses might help overcome his difficulty, he did not go to the clinic, explaining that he would then probably have been demoted for physical reasons.

The Company's position is that it had cause for demoting these employees to Pipefitter (Standard), pursuant to Article 3, Section 1, and Article 13, Section 8-b of the Agreement. Article 3 is the plant management part of the Agreement, wherein the management of the plants and direction of the working forces are vested exclusively in the Company including the right "to direct, plan and control plant operations, to hire, recall, transfer, promote, demote, suspend for cause, . . . to introduce new and improved methods or facilities, and to change existing methods or facilities . . ."

Section 8B of Article 13 provides, among other things, that ". . . employees who have been, or are, denied promotion in accordance with the provisions of this Article, and employees demoted for cause under Article 3, may later correct the cause for such action."

These grievances raise a question of interpretation or construction. There is no dispute over the words the parties agreed upon, but they differ as to their meaning and as to their intentions. The Union maintains that it did not believe that the understandings of August 1, 1968 and August 16, 1968 could be used to demote any of the incumbent Pipefitter Welders, pointing out that there is no statement expressly giving the Company such a right. The Company, on the other hand, insists that there is no need for such an express statement, emphasizing that no exception is written into their understanding with the Union in favor of any of the incumbent Pipefitter Welders. The Company maintains that if it was not expected that any of them would be demoted this was because nobody expected any of them to decline to take the training, or to do arc welding if already qualified to do so.

In the process of construing what the parties agreed upon, the most controlling factor is the language they used. In the absence of mistake or fraud or some similar unusual feature, the written agreement, the reasonable meaning of what they said, determines the matter. Surrounding circumstances and relevant recent history are of use mainly in determining whether there was some mistake or misstatement of their understanding.

The 19 pending grievances and their disposition by being withdrawn as part of the understanding is of help in this connection. The Company's position in those grievances has already been indicated. It urged that arc welding was merely a substitute for gas welding, an improved and new tool or method which it was within the Company's province to put into use. When the Union discontinued these grievances it must be assumed that it was dropping its disagreement over this Company position.

Moreover, when the job description was agreed to be changed, and arc welding made a definite function of the Pipefitter Welder, at the same time according both incumbents and Pipefitters (Standard) the opportunity to be trained in this work, while adding it specifically to the apprentice program, and declaring without qualification that "Pipefitter Welders will perform electric arc welding," the conclusion to which one is led becomes quite clear. The final factor, giving further support to the position of the Company, is that Pipefitters (Standard) who take arc welding training and qualify for the Pipefitter Welder job, "including the ability to perform electric arc welding shall be promoted" to the job of Pipefitter Welder. The feature distinguishing the two, in the respect relevant to us in these grievances, is the ability and willingness to do arc welding as well as the older form of gas welding. Indeed, in the discussions at

the hearing, Company representatives agreed that in the course of time, as all craft Pipefitters acquire the ability to do arc welding, the likelihood is that the distinction between the two jobs will tend to disappear.

Apropos of the position of the grievants who declined to take the training or to perform arc welding because they believe this should entitle them to additional pay, while this did not justify them in refusing to perform this work function of their classification as spelled out in their job description, it is noteworthy that in December, 1969 the Company did raise the Pipefitter Welders from Job Class 19 to Job Class 20, putting them almost 24 cents per hour above the craft Welder.

Under these facts, the refusal of the grievants to take the training or to perform the work of arc welding constitutes cause for demoting them from Pipefitter Welder to Pipefitter (Standard).

AWARD

These grievances are denied.

Dated: April 24, 1970

/s/ David L. Cole

David L. Cole, Permanent Arbitrator

As stipulated by the parties, the chronology of these grievances is as follows:

Grievance No. 20-K-7

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|---|--------------------|
| 1. <u>Date of filing</u>                | October 2, 1968    |
| 2. <u>Dates of appeals and meetings</u> |                    |
| Step 2 hearing                          | November 12, 1968  |
| Step 3 appeal                           | November 20, 1968  |
| Step 3 hearing                          | November 27, 1968  |
| Step 4 appeal                           | December 27, 1968  |
| Step 4 hearing                          | August 6, 1969     |
|   | August 13, 1969    |
|   | September 17, 1969 |
|   | September 25, 1969 |
|   | October 15, 1969   |
|   | November 19, 1969  |
| 3. <u>Date of appeal to arbitration</u> | December 15, 1969  |
| 4. <u>Date of arbitration hearing</u>   | March 24, 1970     |
| 5. <u>Date of Award</u>                 | April 24, 1970     |

Grievance No. 20-K-8

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|---|--------------------|
| 1. <u>Date of filing</u>                | October 3, 1968    |
| 2. <u>Dates of appeals and meetings</u> |                    |
| Step 2 hearing                          | November 12, 1968  |
| Step 3 appeal                           | November 20, 1968  |
| Step 3 hearing                          | November 27, 1968  |
| Step 4 appeal                           | December 27, 1968  |
| Step 4 hearings                         | August 6, 1969     |
|   | August 13, 1969    |
|   | September 17, 1969 |
|   | September 25, 1969 |
|   | October 15, 1969   |
|   | November 19, 1969  |
| 3. <u>Date of appeal to arbitration</u> | December 15, 1969  |
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