

In the Matter of the Arbitration Between

INLAND STEEL COMPANY

AND

UNITED STEELWORKERS OF AMERICA  
AND ITS LOCAL UNION 1010

Grievance No. 4-N-2

Appeal No. 1251

Award No. 654

INTRODUCTION

An arbitration hearing between the parties was held in Harvey, Illinois, on December 20, 1978.

APPEARANCES

For the Company:

Mr. T. L. Kinach, Arbitration Coordinator, Labor Relations  
Mr. Robert H. Ayres, Manager, Labor Relations, Industrial Relations  
Mr. L. J. Trilli, Superintendent, No. 4 BOF and Slab Caster  
Mr. W. Dixon, General Foreman, No. 4 BOF and Slab Caster  
Mr. W. P. Boehler, Assistant Superintendent, Labor Relations  
Mr. R. Vela, Senior Labor Relations Representative  
Ms. K. Mussie, Labor Relations Representative

For the Union:

Mr. Theodore J. Rogus, Staff Representative  
Mr. Joseph Gyurko, Chairman, Grievance Committee  
Mr. John C. Porter, Acting Secretary - Grievance Committee  
Mr. Jim Robinson, Grievance Committee

Mr. Thomas A. Zangrilli, Steward

Mr. Don Gunter, Griever

Mr. Frank Gonzalez, Griever

Arbitrator:

Mr. Bert L. Luskin

BACKGROUND

For a number of years the Company scheduled four Gradall operators from the mobile equipment sequence, No. 4 BOF and Slab Caster Department on a daily basis in the south pit in the Teeming Aisle of the Department. There are four occupations in the mobile equipment sequence. The lowest job is the position of Sweeper Operator. The next higher job is the position of Tractor Operator. The next higher job is the position of Operator Mobile Loader. The top job in the sequence is the position of Gradall Operator at Job Class 14.

The four Gradall Operators assigned to the south pit were assigned on the basis of one operator per shift. They remained in the area for the full eight-hour period, although for the most part they did not operate the Gradall for the full eight-hour period of the turn. In most instances they filled out the turn by operating equipment falling within the lower mobile equipment operations in the sequence. In each instance, however, the four scheduled Gradall operators (one per turn) were paid at the Gradall Operator rate of pay (Job Class 14) for the full eight-hour period of the turn.

For a number of years Gradall work in the middle pit of the Teeming Aisle located approximately 600 feet from the south pit had been performed by

an outside contractor using contractor equipment and contractor forces. The Company reached a decision to eliminate the use of the contractor and contractor forces for the performance of the Gradall work in the middle pit and, after employees were trained in the performance of the functions required to be performed in the middle pit area, the Gradall Operators who had formerly been assigned to work in the south pit were then assigned to work in the middle pit commencing in June, 1977. They operated the same type of Gradall equipment. There was a sufficient amount of Gradall work available in the middle pit area to require that the operators perform Gradall work for the full period of the shift.

The Company thereafter commenced to assign employees from the mobile equipment sequence on the basis of seniority and qualification to operate a Gradall whenever the need for Gradall operating services were required in the south pit. The Company paid those employees the Gradall Operator rate of pay (Job Class 14) for the periods of time during which they were assigned to operate the Gradall equipment. When those assigned employees (south pit) were required to operate equipment falling within a lower-rated occupation, they received the lower rate of pay pursuant to the application of the provisions of Article 10, Section 2, of the Collective Bargaining Agreement.

On August 19, 1977, a grievance was filed contending that the Company was in violation of the Collective Bargaining Agreement by promoting employees on the turn to fill the "south end" Gradall Operator classification "as needed." It was the contention of the Union that the Company was required to

honor an existing and established local practice which would require the Company to assign a Gradall Operator at the "south end" on each shift in exactly the same manner as the Company had assigned Gradall Operators to that area for many years. It was the contention of the Union that the Company should re-establish the practice of scheduling the "south end" Gradall Operator "as such" and to continue to pay the scheduled Gradall Operator the rate for the Gradall classification for all hours worked irrespective of the type of work performed by the assigned Gradall Operator.

The grievance was denied and was thereafter processed through the remaining steps of the grievance procedure. The issue arising therefrom became the subject matter of this arbitration proceeding.

#### DISCUSSION

The Union contended that a local working condition had been established which served to protect a pay practice which had existed in the south pit for many years. The Union contended that a Gradall Operator was scheduled in that geographic area on each shift and he received the Gradall Operator rate for all hours worked on the shift irrespective of whether he worked as a Gradall Operator or in one of the lower-rated classifications in the sequence. The Union contended that the Contract makes provision for protection of pay practices and the Union contended that conditions at the south pit are identical (from an operating standpoint) to those which had existed for many years. The Union contended that the Company was taking a position in this case which was

in direct contradiction to the position which it took in a grievance which became the subject matter of Award No. 604 issued by former Umpire Cole. The Union contended that the form of assignment at the south pit results in the scheduling of employees to perform combination jobs and, under those circumstances, the employee assigned to perform two or more jobs as the need arises is entitled to be compensated for the full period of the hours scheduled at the highest rate for any of the jobs which he performs.

The Company contended that it has the contractual right to schedule and to assign. The Company contended that scheduling practices can never achieve contractual effect as a local working condition. The Company contended that in the instant case a Gradall Operator had always been scheduled on each shift and no bids had ever been posted (or bid) for the position in any specific geographic area. The Company contended that it has always scheduled one Gradall Operator per turn and it continues to schedule in that manner, although the operator scheduled on the turn is now assigned to perform his duties (operating a Gradall) in the middle pit instead of at the south pit. The Company contended that it has the unqualified contractual right to assign employees to perform Gradall Operator work in the south pit so long as it follows seniority principles and pays the employee so assigned in accordance with the provisions of Article 10, Section 2, of the Collective Bargaining Agreement.

For many years the Gradall Operator scheduled on each shift performed his functions in the south pit. When the Company assumed the Gradall work in the middle pit, the scheduled Gradall Operator was assigned to work in that area.

A local working condition cannot replace or supercede a specific provision of the Agreement. That principle has been established on the basis of numerous awards under basic steel agreements. That principle has also been established on the basis of awards issued by former Umpire Cole at this plant (Inland Award No. 595 and Inland Award No. 624).

The following provisions of the Agreement would be directly applicable in the resolution of the instant dispute:

"ARTICLE 10

"HOURS OF WORK

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10.10 "Section 2. An employee directed by the Company to take a job in an occupation paying a higher rate or rates than the rate of the occupation for which he was scheduled or notified to report shall be paid the rate or rates of the occupation assigned for the hours so worked. Where an employee scheduled or notified to report for an occupation is directed by the Company either at the start or during a turn to take for all or a part of that turn a job in an occupation paying less than the rate or rates of the occupation upon which he was scheduled or notified to report, he shall receive the rate or rates of the occupation on which he was scheduled or notified to report while performing such lower-rated work, except where such employee would have otherwise been demoted or laid off from the job for which he was scheduled or notified to report, in which cases the employee shall receive the rate or rates of the occupation assigned, subject, however, to the provisions of Sections 4 and 5 of this Article 10."

Article 10, Section 7, provides in part as follows:

10.19 "Section 7. In the exercise of its right to determine the size and duties of its crews, it shall be Company policy to schedule forces adequate for the performance of the work to be done. ...."

When the Company, in exercising its right to determine the size and duties of its crews, schedules forces adequate for the performance of the work to be done, then and in that event an employee must be compensated for the work

which he performs on the basis of the applicable provisions of Article 9. When an employee who has been scheduled for a specific occupation is thereafter directed by the Company to take a job in an occupation paying a higher rate, then and in that event such an employee, pursuant to the provisions of Article 10, Section 2, must be compensated at the rate of the occupation to which he has been assigned for the hours "so worked." Where a scheduled employee is directed to perform work in a lower-paying occupation, he is to be compensated at the rate of pay for the occupation for which he was scheduled.

In the instant case the Company has elected to schedule an employee to work in the south pit in one of the classifications in the mobile equipment sequence (No. 4 BOF and Slab Caster Department). On reporting for work that employee works in the occupation for which he was scheduled or he may be assigned to work in one of the higher-rated occupations in the same sequence. If he works in a higher-rated occupation, he must be paid at the higher rate for the hours which he works in the higher-rated classification and, if the higher-rated classification is that of a Gradall Operator, he must receive the Gradall Operator rate for the hours which he works in that classification. The Union seeks, however, to require the Company to schedule an employee in the Gradall Operator occupation and assign him to the south pit. If that procedure was followed, then and in that event Article 10, Section 2, would require that the employee so scheduled be compensated at the Gradall Operator occupational rate for the entire period of the turn. The Company, however, cannot be required to schedule in that manner even though it had in the past assigned an employee to the south

pit to work as a Gradall Operator for the full period of a shift performing duties in several occupations in the same sequence.

The Union contended that an employee (in the sequence) assigned to the south pit who performs duties in several of the occupations in the sequence is, in effect, working in a combination of jobs at the same time and is, therefore, entitled to be paid the highest rate of the jobs which he performs. The fact situations and the arbitration awards relied upon by the Union in support of its contention deal specifically with instances where employees are regularly assigned and "scheduled" to perform the duties of two or more occupations. That situation does not exist in this case. The employee assigned to the south pit is scheduled to work on one occupation. If he is assigned to a different occupation for periods of the turn, then and in that event he must be compensated in accordance with the provisions of Article 10, Section 2. That is the procedure which has been followed by the Company since June, 1977.

The Company has not violated any of the applicable provisions of the Agreement and the arbitrator must find that the procedure followed by the Company in the scheduling of employees from the sequence at the south pit did not constitute a violation of Article 2, Section 2, and it did not constitute a violation of the Company's rights to schedule its forces pursuant to the provisions of Article 3, Section 1, of the Collective Bargaining Agreement.

AWARD

Grievance No. 4-N-2  
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Article 2, Section 2, and Article 3, Section 1, of the Collective Bargaining Agreement do not require the Company to schedule a Gradall Operator



on each turn for assignment to the south pit of the No. 4 BCF and Slab Caster Department. The grievance is hereby denied.

Bert L. Luskin  
ARBITRATOR

January 3, 1979

CHRONOLOGY

Grievance No. 4-N-2

Grievance filed	August 19, 1977
Step 3 hearing	November 23, 1977
Step 3 minutes	March 31, 1978
Step 4 appeal	April 7, 1978
Step 4 hearing	April 12, 1978
Step 4 minutes	November 22, 1978
Appeal to arbitration	November 27, 1978
Arbitration hearing	December 20, 1978
Date of Award	January 3, 1979