

In the Matter of the Arbitration Between

INLAND STEEL COMPANY )

AND )

UNITED STEELWORKERS OF AMERICA )  
AND ITS LOCAL UNION 1010 )

Grievance No. 22-P-65

Appeal No. 1355

Award No. 741

INTRODUCTION

An arbitration hearing between the parties was held in Harvey, Illinois, on November 4, 1983. Pre-hearing briefs were filed on behalf of the respective parties and exchanged between them.

APPEARANCES

For the Company:

Mr. Robert B. Castle, Arbitration Coordinator, Labor Relations  
Mr. Joseph S. Semens, Superintendent, Mold Foundry  
Mr. Richard J. Wisnewski, Assistant Superintendent, Field Forces  
Mr. Rene Vela, Assistant Superintendent, Labor Relations  
Mr. Edward F. Barnum, General Supervising Engineer, Mold Foundry  
Mr. Robert V. Cayia, Staff Coordinator, Personnel

For the Union:

Mr. Thomas L. Barrett, Staff Representative  
Mr. Joseph Gyurko, Chairman, Grievance Committee  
Mr. Bobby J. Thompkins, Vice Chairman, Grievance Committee  
Mr. Phil King, Field Forces, Griever  
Mr. Gene Cieslak, Griever, 76" Hot Strip Craft Committee  
Mr. James Alexander, Griever

Mr. Mark Elder, Grievant

Mr. Jack H. Massig, Grievant

Arbitrator:

Mr. Bert L. Luskin

BACKGROUND

The Mold Foundry Department was shut down for an eleven-week period between December 5, 1982, through February 19, 1983. Prior to the commencement of the shut down the General Supervising Maintenance Engineer and the Superintendent of the mold foundry decided to have certain work performed involving the replacement of steam heaters and repairs to steam lines, trap and valves. A work order was issued to the Field Forces Department to have that work performed by appropriate craft employees from that department.

Field Forces crews composed of pipefitters and welders worked in the Mold Foundry Department during the period between December 15, 1982, through January 18, 1983. Within that period of time a number of mechanical sequence employees from the Mold Foundry Department were on lay off. In the week of December 12, 1982, sixteen mechanical sequence employees were on lay off. In the week of December 19, 1982, fourteen mechanical sequence employees were on lay off. In the week of December 26, 1982, eleven such employees were on lay off. In the weeks of January 2, 1983, January 9, 1983, and January 16, 1983, thirteen were on lay off.

An employee named Elder was recalled for the week of December 19, 1982, and worked for the remaining period of the shut down. An employee named Massig was recalled for the week of December 26, 1982, and could not report for work on that day because of illness. Three days thereafter the Company communicated with Massig and informed him that he was not to come in until a subsequent recall would take place.

Massig did not, therefore, work during the entire period of the lay off. An employee named O'Barske was recalled for the week of February 6, 1983, and worked for the remaining period of the shut down.

The work in question was performed pursuant to two shop orders, and approximately 1,168 man-hours were involved in the completion of the project.

On January 19, 1983, an oral complaint was filed on behalf of members of the mechanical sequence in the mold foundry who had been laid off during the departmental shut down. It was the Union's contention that the work in question should have been assigned for performance to the grievants rather than to field forces pipefitters and welders. The Union requested that all laid-off members of the mechanical sequence in the mold foundry be recalled and compensated for all moneys they were caused to lose for the period of time that the work in question, consisting of the replacement of steam heaters and the repair of steam lines, traps and valves, were being performed by field forces welders and pipefitters.

The oral grievance was denied. On February 11, 1983, a written grievance was filed 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 Field Forces Department is a service organization which provides manpower, equipment and field engineering to carry out improvements, replacements and repairs throughout the Indiana Harbor Works. The Field Forces Department operates on the basis of shop orders prepared by the Engineering Department or emanating from individual Production Departments. The Field Forces Department is capable of performing major rehabilitation including modernization of steel-making facilities, replacement

of mill machinery, or relining of blast furnaces. The Field Forces Department schedules, coordinates and performs the physical work involved in projects of that nature.

The Field Forces Department will generally complete more than 2,500 repair and maintenance jobs each year. Those jobs involve the expenditure of approximately two million man-hours by the members of the Field Forces Department. Included within the range of work performed by the Field Forces Department are repairs to an ore vessel or the re-building of a major rolling mill. They will install conduit and wiring for major electrical requirements. They are capable of repairing or replacing building structures. They have the capacity to realign mill machinery. The Department has a roster of craftsmen who have the basic skills necessary for the performance of any conceivable repair job that might be encountered at the Indiana Harbor Works. Included within the work which field forces pipefitters perform would be the assembly, installation and testing of all types of piping systems including compressed air, water, steam, oxygen and hydraulic. They have the capability of relocating and replacing entire pipeline systems.

The mechanical sequence employees within the Mold Foundry Department will primarily "inspect, repair, install, adjust and maintain all mechanical equipment in a major producing unit or assigned area." Those mechanical employees in the mold foundry will perform day-to-day maintenance, including the repair and maintenance of steam lines. By contrast, major installation and repairs are generally performed by Field Forces Department craftsmen. It is evident that some of the work performed by field forces craftsmen and some of the work performed on piping and steam lines by Mold Foundry Department mechanical employees, are similar and may very well require the application of similar types of skills and utilization of similar types of tools and equipment. Those would be considered to be overlapping in nature.

CHRONOLOGY

Grievance No. 22-P-65

Grievance filed	February 11, 1983
Step 3 hearing	March 8, 1983
Step 3 minutes	April 15, 1983
Step 4 appeal	April 21, 1983
Step 4 hearings	July 7, 1983 August 4, 1983
Step 4 minutes	October 26, 1983
Appeal to Arbitration	October 26, 1983
Arbitration hearing	November 4, 1983
Award issued	December 16, 1983

judgment was arbitrary or capricious, or was designed to deprive mechanical sequence employees of work which they had the exclusive right to perform.

The decision made by the Company in this case was no different from the decision the Company has made in other cases of an identical nature. The fact that mechanical sequence employees were on lay off at the time the assignment was made would not serve to create a set of facts and circumstances that would have required the Company to assign the work in question to mechanical sequence employees during the period in question.

The assignments in question in this case did not violate any of the applicable seniority provisions of the Agreement cited by the Union. Since the Company had the right to determine which group of employees would perform the work, the assignment to one group or another group would not have constituted a violation of any of the seniority provisions of the Agreement.

For the reasons hereinabove set forth, the award will be as follows:

AWARD NO. 741

Grievance No. 22-P-65

The Company did not violate any provision of the Collective Bargaining Agreement or any existing past practice that had achieved contractual effect, when it assigned the work in question for performance by members of the field forces instead of assigning the work in question to mechanical sequence employees. The grievance is hereby denied.

But L. Luskin  
ARBITRATOR

December 16, 1983

appropriate for the Company to have made a similar decision in the months of December, 1982, and January, 1983.

The Union cannot establish exclusive jurisdictional rights to the work in question for one group of employees unless all of the facts and circumstances would indicate that there were agreements and understandings reached between the parties that would have limited the Company's right to make the type of assignments which were made in the instant case. In a series of decisions by Arbitrators Garrett, Seward and Dybeck, each of those arbitrators, in ruling on similar issues, pointed out that there are certain types of work functions that are overlapping in nature and are covered by the job descriptions of two or more classifications. In each instance those arbitrators ruled that matters of assignment must be determined on a case-by-case basis, with consideration being given both to the inherent nature of the work and to the existence of any local practices that might be helpful as guides in determining the manner in which the assignments should be made.

In the instant case the evidence indicates very clearly that for a period of many years work of the type involved in this grievance has been assigned for performance by departmental mechanical sequence employees in some instances, and in other instances the work has been assigned for performance to members of the field forces. There is, therefore, no established custom or practice which could have achieved contractual effect that would have required the assignments in question to go to one or the other of the two groups of employees.

It was perfectly appropriate from a standpoint of the covered job descriptions for the work to be performed by field forces employees, and it would have been equally appropriate for the work in question to have been assigned for performance to mechanical sequence employees. The Company made a determination in this case, and there is nothing in this record that would indicate that the Company's exercise of

During the period between January, 1979, and December, 1982 (a period of approximately four years), the Field Forces Department performed work in the Mold Foundry Department on at least fifteen different occasions where the work involved was similar to and in many instances identical with the type of work that was performed during the period of time involved in this dispute. The evidence would indicate that in each instance the Company made a determination with respect to whether mechanical sequence employees or field forces would perform the work. The basic criteria used by the Company in making such determinations would appear to be the amount and complexity of the work to be performed.

All of the competent evidence in the record would indicate that if the work was generally work of a type which would be considered to be day-to-day maintenance and repair work, it was assigned to mechanical sequence employees. If it was major in scope, the mechanical sequence employees continued to perform the routine type of day-to-day maintenance work, and field forces were assigned the task of making the major repairs or replacements.

The evidence would indicate that there has never been a period of time when the mechanical sequence employees ever achieved the exclusive right to perform the work involved in the repair of steam heaters, steam leaks, steam lines, replacement of miscellaneous piping, or work of a similar nature within the Mold Foundry. The fact that a number of mechanical sequence employees were on lay off during the period when the work was performed would not be the determining factor with respect to whether the work should have been assigned to mechanical sequence employees or to members of the field forces. The work in question was work of a type which clearly overlapped with respect to assignments between members of field forces and mechanical sequence employees. It was contractually appropriate for the Company to have made such assignments in the past based upon various managerial considerations, and it was equally ap-