Arbitration Award No. 759
IN THE MATTER OF ARBITRATION
Between
INLAND STEEL COMPANY
Indiana Harbor Works
and
UNITED STEELWORKERS OF AMERICA
Local Union No. 1010
Grievance No. 20-P-85
Arbitrator: Clare B. McDermott
Opinion and Award
May 15, 1986
Subject: Breakout of Duties From Craft Jobs And Reassignment to Other Jobs--Exclusivity of Past Performance of Duties by Craft Jobs.
Statement of the Grievance: "Management is violating the CBA requiring mill mechanics at the #7 Blast Fce to perform maintenance work on air conditioning equipment.
"Relief Sought - That the grievants be paid all monies lost and management cease requiring mill mechanics to perform maintenance work on air conditioning equipment.
"Violation is Claimed of Articles 2, Section 2, 3, Section 1, 13, Section 3, 6, 7, 8 of the JD & C. Manual."
Agreement Provisions Involved: Articles 2, Section 2, 3, Section 1, 9, Sections 1 and 4, 13 of the August 1, 1980 Agreement, and Articles VI and VII of the Job Description and Classification Manual, Basic Steel Operations, revised as of August 4, 1977.
Statement of the Award: The grievance is sustained as stated in the last paragraph of the accompanying Opinion.
Chronology
Grievance Filed: 7-29-82
Step 3 Hearings: 2-10-83, 8-11-83
Step 3 Minutes: 11-21-83
Step 4 Appeal: 11-28-83
Step 4 Hearings: 7-19-84, 11-29-84, 6-20-85
Step 4 Minutes: 8-1-85
Appealed to Arbitration: 7-31-85
Arbitration Hearing: 9-17-85, 9-18-85
Transcript Received: 2-10-86
Appearances
Company
Robert B. Castle -- Arbitration Coordinator, Labor Relations
W. P. Boehler -- Manager, Labor Relations Department
R. R. Hernandez -- Manager, Maintenance & Equipment Technology
R. A. Balka -- Manager, Shop Services
A. Bracco -- Superintendent, Mason Dept. (Retired)
G. J. Marinello -- Superintendent, Central Mechanical Maintenance (Retired)
T. L. Kinach -- Section Manager, Labor Relations
J. Griffin -- Section Manager, No. 7 Blast Furnace
D. G. Eldredge -- Senior Training Coordinator, Maintenance & Equipment
T. Arbogast -- Staff Maintenance Engineer, No. 3 Cold Strip Mill
B. Iczkowski -- Pipe Shop General Foremen (Retired)
H. Parker -- Refrigeration Foreman, Central Mechanical Maintenance (Retired)
J. Tchalo -- Staff Representative, Wage Administration Industrial Engineering
R. Penman -- Mechanical Foremen, No. 7 Blast Furnace
E. McFadden -- Refrigeration Foreman, Shop Services
M. Oliver -- Coordinator, Labor Relations
M. M. Roglich -- Coordinator, Labor Relations
V. Soto -- Senior Representative, Labor Relations
J. Conrick -- Air Conditioning Instructor, Ivy Technical College
Union

William Trella -- Staff Representative
Mike Mezo
Bert Rhynearson -- Grievant
Peter J. Snyder
Nick Turich
Erwrin Bircher -- Griever
Araldo Manzo
Dennis Remschneider
Roy Gonzalez
Jim Robinson -- Griever
Dewitt Walton
Al Penn
Rudy Schneider -- Griever
Cliff Scott
Don Lutes -- Secretary, Grievance Committee
Gavino Galvan -- Chairman, Grievance Committee
Bobby Joe Thompkins -- 2nd Vice Chairman, Grievance Committee

BACKGROUND

This grievance from the then Central Mechanical Maintenance Department of Indiana Harbor Works protests Supervision's assigning certain air-conditioning work to assigned-maintenance Mechanics. The claim is that the grievant craft Refrigeration Repairmen always had done this work throughout the plant and that the Mechanics never had. It is said, therefore, that the assignment is contrary to a local working condition protected by Article 2, Section 2 of the August 1, 1980 Agreement; improperly erodes the Job Class 17 craft Refrigeration Repairman and the Job Class 20 craft Refrigeration Repairman (Welder), in violation of Articles 2, Section 2, 3, Section 1, and 13, Section 3, and Articles VI and VII of the January 1, 1963 Job Description and Classification Manual, Basic Steel Operations; and wrongfully transfers work across seniority unit lines, in violation of Articles 2 and 13.

The plant uses both a centralized and a decentralized concept in distributing its maintenance forces. There are central shops, such as the Shop Services Department, that perform maintenance services all over the plant as called upon by individual production departments. In addition, many production departments have their own assigned-maintenance forces which perform maintenance services within the department.

Grievants occupy craft jobs in the Pipefitting Refrigeration Sequence, in the Shop Services Department, which used to be called the Central Mechanical Maintenance Department. One such job is the Job Class 17 Refrigeration Repairman (Plant Title, Pipefitter Standard) and the other is the Job Class 20 Refrigeration Repairmen (Welder) (Plant Title, Pipefitter Welder). Since those jobs were established, apparently in the 1940s, they have installed, inspected, repaired, and maintained refrigeration, air-conditioning, and heating units throughout the plant, including those at No. 7 Blast Furnace.

The Job Class 18 craft Mechanic contains maintenance functions of several crafts. Management says it is unique in the steel industry. Many production departments have their own complement of Mechanics, who inspect, repair, adjust, and maintain all mechanical equipment in their department or area. The Mechanic craft job was established by agreement apparently in the late 1950s, initially in the new Mold Foundry.

The Company explained that prior to the late 1970s air conditioning was used entirely or very largely for comfort of the people working in the rooms, and the units generally were relatively small, window, and crane units. With advent of sophisticated, comptuer-controlled operating equipment, air-conditioning units became larger and more complicated, and necessity to have them well maintained and quickly repaired became more important.

Construction of No. 7 Blast Furnace began in 1975, and Mechanics first were assigned to it in 1979, but they did not then do any of the air-conditioning work in dispute here. That began in 1981.

Number 7 Blast Furnace Department began operations in late 1980. Its furnace was the largest in the western hemisphere, with the most sophisticated, computer-controlled operations. It takes a charge of about 12,000 tons a day and produces approximately 7,000 or 8,000 tons of iron, with a by-product of about 350,000 cubic feet of blast furnace gas a minute.

Its computers require precisely controlled temperatures. Ambient heat and heat generated by the computers must be kept within an approximate range of less than a change of ten degrees. Should temperature be allowed to go outside that range, reliable performance of the computers may be affected, and the furnace's productivity damaged. If the large and complicated air-conditioning unit that controls temperature at the

computers were to go down, No. 7 Blast Furnace Maintenance Section Manager Griffin said it would be necessary to have it repaired and back in service within an hour or less, in order to avoid malfunctioning of the computers, with loss of furnace production.

Griffin said that in 1978, when the department was being planned and organized, it became clear that preventive and reparative maintenance of the air-conditioning units would be very important, with quick response essential in case of breakdowns. Griffin said that in that period air-conditioning maintenance was largely a reactive situation. A problem would arise, and the departments would call for Central Maintenance Refrigeration Repairmen to come and fix the air conditioner. There were many air conditioners in the plant, and thus Refrigeration employees would respond on a plant-wide priority basis, so that there would be delays between the call for help and the response. In 1980 the Occupational Safety and Health Administration required significant improvements and upgrading of air-conditioning services at Coke Plant areas, which further taxed the Refrigeration Sequence's efforts.

As No. 7 Blast Furnace started up in 1980, substantial fine-tuning of its new air-conditioning equipment was required. The Refrigeration Sequence was attempting to help but could not do all that was needed in light of competing demands on its forces. The Blast Furnace Department decided in about June of 1981, therefore, to bring in outside help. A combination of Refrigeration Sequence employees and Budd people finally got the new air-conditioning equipment running well. Two or three Blast Furnace Mechanics were assigned to work with the Budd people in order to be trained on the equipment.

Accordingly, in about June of 1981 Supervision decided that satisfactory preventive maintenance was, originally at least, the responsibility of Department forces. Thus, 2 or 3 Department Mechanics were given training on its air-conditioning equipment, out of a total Department assigned Mechanical Maintenance force of approximately 125 employees at the time.

Electrical problems on air conditioners were left to be handled by Electricians and, since Department Mechanics do not weld, Welders were to be used for sweating and other welding work.

Number 7 Blast Furnace air conditioners are basically of two types. One is the relatively small, window unit or one like it, of which there are about seventeen. The other is the larger unit, some very large, with compressor, condenser, and evaporator separated. There are twenty-three of that kind, for a total of approximately forty.

Department Mechanics thereafter were trained on some air-conditioning work and were expected to perform some inspection, preventive maintenance, and repairs on that equipment, within their relatively limited ability when compared to that of the Refrigeration Sequence craftsmen. That was supplemented by Department Electricians and Welders, as needed. The Department Mechanics thus began doing most of the charging of gas into air-conditioning units, most of the changing of components, and most freon line repairs. Central Maintenance air-conditioning people still are called upon for some of each of those categories of work, and they still do installation work and, along with Department Mechanics, conversion work. They do all compressor rebuilds, with Department Mechanics simply changing one assembly for another. Similarly, Central Maintenance Refrigeration craftsmen work on evaporator coils and give technical advice, all tasks that go beyond the ability of Department Mechanics, and they are used for situations that require more manpower than the Department has.

This grievance followed in July of 1982, with the Union insisting that the grieving craft Refrigeration Repairmen historically did all air-conditioning maintenance and repair work, that assigned-maintenance Mechanics did none of it and, therefore, that Management's having these Mechanics assigned at No. 7 Blast Furnace do the several air-conditioning tasks described above violated a local working condition, eroded grievants' rights as craftsmen, in violation of relevant provisions of the Agreement and the Job Description and Classification Manual, and would lead to destruction of grievants' seniority sequence. Moreover, the Union stresses that the grieving Refrigeration Repairmen were working four-day weeks while the disputed air-conditioning work was being done by assigned-maintenance Mechanics.

The Company answered that, in light of the language of the Mechanic job description, it was within its authority under its Management Rights of Article 3 to have Mechanics perform the disputed work. It stresses, that is, that the Primary Function of the Mechanic description says that the job is to "Inspect, repair, install, adjust and maintain all mechanical equipment in a major producing unit or assigned area." (Emphasis added); that the Tools and Equipment Used section recites that the job works with ". . . pipe cutting, bending and threading equipment . . . ," that several items of Typical Duties describe the Mechanic's making repairs and adjustments for proper operation and maintenance of ". . . operating units, overhead cranes, buildings, and mobile equipment . . . ;" and that it ". . . repairs, replaces, installs, dismantles, assembles, adjusts, maintains and lubricates mechanical equipment . . . hydraulic and utility

piping, valves, fittings, hose, etc." All that description language allegedly means that the Company was justified in deciding to assign the disputed air-conditioning work to these assigned-maintenance Mechanics.
The Company urges that all this disputed air-conditioning work is very similar to routine pipefitting work done by Mechanics on other mechanical equipment for years, so that there allegedly was no extension of the quality of their duties, except that they began working on equipment they had not worked on before. The kind and simplicity of the work is said to be comparable. Indeed, Management stresses that the disputed work is not different, may be and was learned quickly, and presents no real threat to grievants' job security.
Moreover, says the Company, the disputed decision was supported by reasons of efficiency, in that, utilizing on-site, department Mechanics, it can more expeditiously respond to air-conditioning maintenance needs than if it were to rely on a request for maintenance service made to a plantwide service shop over a mile and one-half away, which must balance its response to each request against other plantwide priorities, especially during summer months when air-conditioning work is in heaviest demand.
The Company contends, next, that the Mechanic is one job, assigned at various departments throughout the plant. It insists, based on testimony of its witnesses, that Mechanics at the 100" Plate Mill, 80" Hot Strip Mill, and No. 3 Cold Strip Mill West have performed air-conditioning work similar to that in dispute here, examples being work done by employee Bala, who allegedly did refrigeration work at the 80" Mill, and Bernacki (Gas Equipment Attendant) and Turich at No. 3 Cold Strip. Griffin had no recollection of any Mechanic at the 100" Plate Mill ever changing components or compressors or fixing lines on air conditioners, that is, going beyond tightening belts and determining whether filters were clean and whether the unit had water. Apparently, Bernacki did no air-conditioning work on crane units and Mechanics did none on units on acoustical booths before late 1979 or early 1980.
The Company concludes, therefore, that there was an overlap of performance of these duties by these competing crafts and, says Management, in case of such an overlap, Management has been held free to assign the work as its views of efficiency dictated, citing Elkouri and Elkouri, How Arbitration Works 464 (3rd Ed. 1974) and arbitration decisions. The Company insists that language in a job description does not mean that the duties stated there are to be frozen in that job forever, citing arbitration decisions from this and other bargaining relationships dealing with position-rated jobs and with the "overmining" of craft jobs, as well as some on this point.
The Company says the Union could not prevail here under the Agreement, Manual, and relevant arbitration decisions unless it could show that the grieving craft jobs had done this work exclusively in the past. It insists the Union could show no such picture, since it named several assigned-maintenance Mechanics who had done some air-conditioning work in other departments, so that the exclusivity, essential to Union success here, could not be demonstrated.
For example, the Company says it is undisputed that assigned-maintenance craft Mechanics in several departments have changed air-conditioning filters, tightened belts, and checked water levels. Moreover, although disputed by the Union, the Company says Mechanics have charged and changed air-conditioning compressors and repaired and replaced freon lines.
Management says also that craft Electricians always have done electrical work on air conditioners, urging that that further undermines the exclusivity necessary to the Union's success here.
In reply, the Union argues that the general language in the Mechanic description, referring to "all mechanical equipment," cannot support the Company argument here. It insists, that is, that the mere fact that the Mechanic description said in 1966, "all mechanical equipment," cannot justify Management's assigning this air-conditioning work to No. 7 Blast Furnace Mechanics in 1981. The Union argues, therefore, that, since No. 7 Blast Furnace Mechanics never had done any of the disputed duties, they cannot be assigned to them now, since that would undermine the scope of the Refrigeration Repairmen craft jobs, which always have done this work in the past.
Moreover, says the Union, the fact, if it be a fact, that some two or three employees on Mechanic jobs at other departments may have done some similar air-conditioning work on other equipment in other circumstances cannot justify assigning this work to No. 7 Blast Furnace Mechanics in 1981, who never had done any such work before.
The Union notes, in addition, that these tasks necessarily were performed thousands of times over the years. It notes that there were from 2000 to 3000 Mechanics in the plant. Thus, it says that Management's citing of only two or three employees who might have done some similar work a relatively few times at other locations in the past should not be taken as sufficient justification for its assignment of this work to No. 7 Blast Furnace Mechanics in 1981.

The Company insists there was no causal connection between its assigning the disputed work to assigned-maintenance Mechanics and grievants going on four-day weeks. In any event, it contends that grievants' working four days cannot, of itself, make improper an assignment of duties that otherwise would be proper if grievants were on five-day weeks.

Management stresses that not all air-conditioning work has been given to the assigned-maintenance Mechanics. Central Maintenance Refrigeration Repairmen grievants still are called upon. The Company listed the following hours of air-conditioning work requested of the Refrigeration Sequence grievants by No. 7 Blast Furnace from 1981 on, as follows:

"Year	Hours
1981	1850
1982	1202
1983	1266
1984	2758
1985 to 6/30	1057"

The Company notes the hours of Refrigeration Repairmen have increased since 1981, and it says they show that there was no intent to displace grievants entirely. Management stresses that there has been no claim that the assignment decision in question was arbitrary or capricious.

The Union cited a 1976 letter from the then Supervisor of Central Maintenance, as evidence of grievants' right to this work. It listed a series of steps that the operating departments should take before calling upon Central Maintenance for air-conditioning work. The Union claimed that letter listed the minor air-conditioning activities that had been, could be, and should be done by operating departments before calling grievants. They included making sure that the unit was supplied with electrical power; had water; did not have dirty or clogged air filters; if it did, they were to be replaced; did not have broken belts; if it did, they were to be replaced; and checking and cleaning drain lines.

The Company denied that the letter was meant to establish the exclusive right to all other air-conditioning work by Refrigeration Repairmen craftsmen from Central Maintenance.

Company Exhibit 15 shows in schematic form the Company's ideas of distribution of this air-conditioning work as between assigned-maintenance Mechanics and grievant Refrigeration Repairmen, as follows:

"Pipefitting/Refrigeration Sequence Employees	Both Pipefitting/Refrigeration and Maintenance Sequence Employees	Mechanical Sequence Employees
"Compressor Rebuilds	New installations	Preventive maintenance
"Evaporator Rebuilds		Most charging
"Technical Support		Component changing
"Excess Manpower Needs		Most freon line repairs
	Conversions - e.g. stack house air conditioning unit converted from air to water cooled."	

Supervisor Griffin said that very minor preventive maintenance by Mechanics began in 1979 and 1980 and freon-line repairs began in late 1981. He said the No. 7 Blast Furnace Mechanics were doing most of the charging of air-conditioning units, most of the changing of components, and most of the freon-line repairs, while the central maintenance Refrigeration Repairmen craftsmen were doing some charging and some changing of components. They and the assigned-maintenance Mechanics allegedly worked together on new air-conditioning installations and conversions of old units (stack house air conditioning) from air- to water-cooled.

Supervisor Griffin said the repair of freon lines includes finding the leak, using a sniffer or a flame-type device, or detecting it by sight or feel; locking the system out; bleeding off pressure; having a Welder come and weld the line or cut new tubing; replacing the old one; having a Welder sweat it; sometimes pumping a vacuum; recharging the line; unlocking it; and starting it to make sure the repairs were done properly, This allegedly is similar to Mechanics' doing that work on water pumps, compressed-air systems, steam lines, hydraulic lines, gas lines, nitrogen lines, fuel lines, and such other work as they have done routinely for years.

As to changing an air-conditioner compressor, Mechanics would lock out the unit, bleed it, disconnect the freon line by unscrewing or cutting it, have an Electrician disconnect the wiring, unbolt the unit, rig it out,

rig the new one in, and reverse the process, pump a vacuum, and charge the unit. Griffin said that, too, was similar to work done by Mechanics on hydraulic pumps, water pumps, air compressors, and oil lines. Charging a unit requires determination that it needs charging, done with pressure gauges mounted on it or ones the Mechanic attaches; determining the type of freon needed and the low- and high-side pressures; connecting the unit, starting the flow and stopping when it reaches the appropriate pressure. All that allegedly was comparable to Mechanic work on charging hydraulic accumulators, which requires considerably higher pressures, in the range of 4000 and 4500 pounds per square inch, whereas air-conditioning pressures run from 50 to 250 pounds per square inch.

All the work just mentioned was said by the Company to be not unique in complexity but to fall rather in the middle to low end of difficulty and complexity of mechanical work.

The Union notes that other operations are dependent on air conditioners, too, so that there, as well, it is important to have the air-conditioning units maintained well and repaired quickly and yet, assigned-maintenance employees did not do air-conditioning work there, but Refrigeration Repairmen craftsmen from Central Maintenance did.

The Company said no such operations were so intimately controlled by computers as No. 7 Blast Furnace. Others were computer monitored, said the Company, but not so computer controlled.

Griffin explained that when he was attempting to have the new No. 7 Blast Furnace air conditioners fine tuned, the Refrigeration Central Maintenance Department told him their craftsmen had the requisite skills but that they were committed to other activities, so that there was a problem of getting sufficient employees with the necessary skills and experience.

The Union stresses that the Coke Plants have two Refrigeration Repairmen out of Central Maintenance assigned there on a regular basis to take care of air-conditioning units. It wonders why that arrangement was not used at No. 7 Blast Furnace. Supervisor Griffin agreed, if he had such skilled employees assigned to him, he would not need to train and assign Mill Mechanics.

Company witness Conrick, Department Head of Heating, Air Conditioning, and Refrigeration at Indiana Vocational Technical College, said charging air conditioners is simple work, whether on a small, window unit or on a 100-ton unit, and can be learned relatively quickly. He drew similar conclusions as to changing air-conditioning units and repairing freon lines.

With the parties' representatives, the Arbitrator visited the "classroom" atmosphere at the Technical College and observed a demonstration of Conrick's charging of a one-quarter-ton air conditioner.

The Company urges that there could be no local working condition applicable here to limit Management's making these assignments to Mechanics, since this was a new department and especially not if there had been no prior necessity for it to want or try to do so.

Shop Services Manager Balka supervises the grievant Refrigeration Repairmen craftsmen, among other skills. He explained that the Refrigeration Sequence never has been manned so as to cover peak periods of air-conditioning activity. He said no departments are, and all contemplate some aid from supplemental sources, either from within or without the department.

Balka said the Company lost frighteningly large sums of money from 1981 through 1984. That caused a hard look to be taken at maintenance work to see whether or not it could be deferred. Moreover, the total assigned-maintenance Electrical Force was reduced from about 1000 employees to approximately 600 at hearing time, and the assigned-maintenance Mechanical Force was reduced from approximately 3100 to approximately 2100 employees. There were reductions also in the Central Maintenance forces. Balka said those layoffs and cutbacks sometimes occurred despite the level of maintenance work that should have been done. That is, he said the level of maintenance activity did not decline, but that it simply was not done, in light of the severe cash-flow problem being experienced by the Company.

Balka said assigned-maintenance electrical employees have done electrical work on air conditioners similar to the electrical work done by the grievant Central Maintenance Refrigeration Repairmen.

Central Mechanical Maintenance Pipe Shop General Foreman Iczkowski filled that function from 1976 to 1985, and he said that in 1981 top level management directed that he reduce scheduling of his maintenance forces, including Refrigeration employees, because of a cash-flow problem, regardless of workload, that is, that air-conditioning maintenance and repair work was there to be done but some of it simply was not accomplished. Iczkowski said that the decision to assign the disputed air-conditioning work to assigned-maintenance Mechanics had nothing to do with the decision to cut grievants back to four-day weeks. Iczkowski agreed it was easier to make the reductions, regardless of work to be done, in the winter months, and that recalls were made and overtime was heavy when weather became warmer.

The Union stresses that Management did not begin to train Mill Mechanics on refrigeration equipment until 1983. The Senior Training Coordinator for Maintenance Equipment Technical Work said it probably would be a logical assumption that various departments were not having their Mill Mechanics trouble-shoot air-conditioning equipment before 1983. He said also that five departments, out of twenty-eight mechanical sequences, requested the 1983 training on air-conditioning equipment for their Mechanics. They were the 12" Mill, No. 2 Bloomer, 28" Mill, 76" Mill, and Coke Plant.

The Union agrees that Mechanics out in the departments have checked air-conditioning units to the extent that they would make sure that they were running and would check belts and filters. Union witnesses with long service as Refrigeration Repairmen craftsmen said that was so but that the grieving crafts had done even most of that simple checking. Refrigeration Repairman (Welder) Gonzalez, with twenty-seven years in the Sequence, said that, and also that Mechanics' even checking belts and filters and to see that the unit was running was done in order to avoid the Refrigeration Repairmen craftsmen from Central Maintenance having to bring all their special equipment out on a service call, only to find when they got there that the unit was not plugged in, or had a loose or broken belt or a clogged filter.

The Union says that hazardous conditions can result from Mechanics', insufficiently trained on air-conditioning work, doing it. Several instances were named. The Company said they had not been reported to Supervision at the time, and it insists the training of Mechanics in the simple air-conditioning work it wants them to do is adequate and sufficient for safety purposes.

Gonzalez insisted that never in his twenty-seven years on the Refrigeration Repairman craft job had Mechanics even assisted him in bolting or unbolting a compressor. He agreed that Electricians once in a while would disconnect power and sometimes others would bumper a crane or rig for him. He said that about 90 percent of the air conditioning on mobile equipment was on Ross Carriers (introduced when the 80" Mill started up in 1965) and that Refrigeration Repairmen craftsmen had done all work on those air conditioners in the beginning but, because of vibration and because the air conditioners were in the way of Mobile Equipment Repairmens' efforts to maintain and repair the vehicles' operating equipment, the air conditioners just could not be kept operating in any reasonable fashion, and everybody gave up on them. He said it would be miraculous to find an air conditioner on a Ross Carrier that actually was working.

Gonzalez said he and Bernacki were very close friends and that the latter did very little air-conditioning work, since he was too fully occupied on his own specialty (gas equipment). He was supposed to maintain the air conditioner in the Department Superintendent's office. Gonzalez said, however, that Bernacki would tell Refrigeration craftsmen when the unit needed attention and thus that he did very little even to that one unit.

Gonzalez said Bala, too, was a close friend of his and, he, too, was put to checking a different Supervisor's air conditioner. Aside from some minimal work on that unit, Gonzalez said Bala was in charge of greasing equipment (not air conditioners) at the 80" Mill. He would call Refrigeration craftsmen to work on the superintendent's air conditioner.

Gonzalez said he never saw Mill Mechanics changing compressors on air conditioners. He said he was in position to know about that, since he and his fellow craftsmen from Central Maintenance had the spares. If anyone else had been trying to maintain and repair air conditioners, they would have needed parts and tools, and the Central Maintenance Shop had them.

Gonzalez said that up to the time of this disputed work at No. 7 Blast Furnace, he never saw Mill Mechanics charging air-conditioning units, whether simple or complicated charging work.

Mechanic Robinson, assigned at No. 4 Blast Furnace since 1972, said Mechanics there do no air-conditioning work. They do check to see that the unit has power and water and whether belts are broken and whether it has dirty filters. If there still were a problem, the Refrigeration Sequence would send specialized craftsmen to work on it.

Welder Manzo, assigned at the 80" Hot Strip Mill for twenty years, said he works directly with Mechanics and that they did there just about what Robinson said above that Mechanics had done at No. 4 Blast Furnace. He said Bala did very little air-conditioning work there, and that Refrigeration Sequence employees are called to work on air conditioners for the big computers that run the 80" Mill.

Mechanic Technician Penn, assigned at the 80" Mill since 1965, said Mechanics there do the few minor things on air conditioners described above. After that, the Refrigeration Sequence is called. He said Bala never worked on air conditioners there, except for the one window unit at the Superintendent's office or the air conditioner in the Superintendent's car. Bala had been in the Refrigeration Sequence before going to the 80" Mill.

Union witness Schneider, a Motor Inspector at No. 3 Cold Strip East, has been there since 1974. He has been Griever since 1976. He said Mechanics there blow out filters on air conditioners to clean them and that they mount and dismount units (similar to a window unit) on top of the acoustical booths.
Schneider said in 1984 he met with the Assistant Superintendent of No. 3 Cold Strip East about malfunctioning air conditioners on top of those acoustical booths. They were not being repaired, and it was hot and steamy for the people working there. Schneider asked that they be repaired, and the Assistant Superintendent proposed having assigned-maintenance Mechanics trained to do that work, who then would handle it. Schneider suggested having some craftsmen from the Refrigeration Sequence assigned there regularly and was told that had been tried, but that the Central Maintenance Refrigeration Sequence did not have enough people to do it that way. Schneider did not agree to have assigned-maintenance Mechanics do this work. The Union argues that the Company ordinarily does not ask permission to do things it claims it has the right to do.
Schneider said assigned-maintenance Motor Inspectors at 3 Cold Strip East will check a nonfunctioning air conditioner to see that it has power and will check low- and high-pressure permissives. Then Refrigeration is called. He has done no other electrical maintenance on air conditioners. He has worked on wiring that leads to the air conditioner but not on the unit itself.
Union witness Scott had fourteen years as Motor Inspector at the 10" and 14" Mills and then became Mill Electrical Control Operator at No. 11 Coke Battery. He was Grievance Committeeman there from 1978 to 1983. He said at the 10" and 14" Mills electrical people supplied power to the unit. If it still would not operate, Central Maintenance Refrigeration was called. He said Mill Mechanics there (then Millwrights, who did pipefitting work) never worked on air conditioners. Those Mills did not have many air conditioners then. He said the same arrangement was followed at No. 11 Battery, except that in early 1985 it got two Refrigeration craftsmen assigned there on day-turn in the summertime. Scott said Mill Mechanics there do check belts and filters.
Grievance Committee Vice Chairman Thompkins has twenty-five years at No. 2 Coke Plant and worked up to the Motor Inspector Job. Aside from a window unit in the Superintendent's office, he said there were no other air conditioners there until 1980 or 1981. Electricians would make sure there was power to the unit but would do no more. He said Mill Mechanics there did not even change filters. Grievance Committee Vice Chairman is a full-time responsibility, and thus Thompkins left the Coke Plant in April of 1982. As part of the settlement of an Occupational Safety and Health Administration complaint, the Company brought two craftsmen from the Central Maintenance Refrigeration Sequence to do maintenance and repairs on air conditioners there.
Union witness Remschneider came to the Tin Mill in 1959 and became a Mill Mechanic there. He transferred to No. 3 Cold Strip East in 1970. He said Mechanics did no air-conditioning work in the Tin Mill. The area had only office air conditioners then. At No. 3 Cold Strip East there are air conditioners for the computer, but Remschneider never had a call to work on any air conditioner there and he knows of no one in his gang who has done so.
Union witness Turich had twenty-six years as a Mechanic at No. 3 Cold Strip. He was a Pipefitter and worked with Bernacki on gas equipment, which was the latter's main responsibility. He did do some air-conditioning work on the side, as it were. When Bernacki retired in about 1977, Turich took his assignments. Once he charged an air conditioner in a crane, in a case the Company said was an emergency because it was so hot in the cab the Craneman was refusing to work. He since has charged a lot of other air conditioners there. In all other situations, he said he would call Central Maintenance Refrigeration people. Turich has checked belts and replaced floppy ones.
Company rebuttal witness Penman, then a Supervisor at the Oiler Weld Shop, had served five and one-half years as a Supervisor of Mechanical Maintenance at No. 7 Blast Furnace. The first two and one-half years from 1980 were at the raw-materials area, and the second two and one-half on the furnace side. He said, since the disputed assignments Mechanics every morning would check a CRT at Process Control that stated information regarding temperatures at various sites and refrigeration information. If there were no air-conditioning problems, the Mechanics would proceed to routine, preventive maintenance on air conditioners, which included changing filters, adjusting belts, greasing bearings, and checking oil and water flow. He estimated Mechanics spent perhaps 15 percent of their time charging and repairing freon lines. The witness said there were approximately fifty units, excluding water coolers, in the department.
The Company's second rebuttal witness, Marinello, had been Superintendent of Central Mechanical Maintenance Department for about a year or a year and one-half until his retirement in July of 1985, and in

that position he had the Refrigeration Sequence in his jurisdiction. Before that he had been Superintendent of the Assigned Mechanical Maintenance Department for seven or eight years.
The witness went into details of the genesis of the craft Mechanic at Inland, as being a multi-craft job, including duties of Millwright, Pipefitter, Boilermaker, Rigger, Crane Machniist, and several other jobs, such as Grease System Attendant, System Tender, and First Class Bearing Machinist. He said the result was that most Inland Sequences had only two mechanical occupations, Mechanic and Welder. Marinello said he did not have first-hand knowledge of Mechanics' having repaired air conditioners.
The Union stressed that the crafts allegedly swept into the multi-craft Mechanic did not include the Refrigeration Repairman craft jobs held by grievants here. It emphasized also that Management put no air-conditioning training in the Mechanic's Training Program.
The Union points out that Refrigeration Sequence craftsmen from the Central Maintenance Department are assigned regularly, Monday through Friday, at the Systems Building, to handle its big air conditioners for the main computers and that the same holds true for the Main Building and Coke Plants.
Marinello said that Mechanics regularly had checked belts and filters on air conditioners, in a preventive-maintenance effort of inspection and minor repairs, and thus it had seemed sensible in 1981 and 1983 to go one more step and have them change compressors and check for leaks. A small nucleus of three to five Mechanics were trained for that work then.
The Union urges that in cases of jurisdictional disputes between two crafts, the competing descriptions surely are important, but that ordinarily, before the Arbitrator is made to decide which craft has the better claim, it is necessary to look at the way in which the parties themselves have made that determination over the years. The Union sees the evidence as patently clear to the effect that Mill Mechanics have not done the air-conditioning duties in dispute here in the past. It notes that, aside from the three persons who allegedly performed some few of these tasks, the Company itself admitted that it was not until 1981 or 1983 that it first wanted to have Mill Mechanics do these duties. The Union characterizes the Company position as arguing existence of an overlap in the job descriptions and not as an overlap in performance of the duties.
Looking at the descriptions first, the Union says it is clear that Refrigeration Sequence craftsmen, the grievants here, were supposed to do this work. The Union says the question then is what indication is there in the Mechanic description that it was meant to do this work. It sees no mention of any refrigeration work in the Mechanic description. Then comes what is significant to the Union: In light of the clear inclusion of air-conditioning work in the Refrigeration craftsmen descriptions and total absence of reference to it in the Mechanic description, the parties then interpreted the two descriptions as their language would dictate by having it done "exclusively" by Refrigeration craftsmen and by having none of it done by Mechanics.
The Union acknowledges there was evidence that a few Mechanics had done some air-conditioning work. It urges that was not sufficient, in these circumstances, to prevent its use of the word "exclusively" in the realistic sense demanded by these cases. In that regard, the Union stresses that of the seven pertinent Company witnesses, with hundreds of years of service in the plant, all they could come up with were three Mechanics who had done some minor air-conditioning work on a few small units at other locations, almost as personal handyman for the department superintendent's window and car air conditioners. The Union says that does not negate the "exclusivity" it must show.
The Union charges that the Company really is arguing that it can establish a practice of having Mechanics do this air-conditioning work by showing an exception. That would be the same, it alleges, as if it were to argue that a Laborer's working on a superintendent's car's air conditioner meant that the Laborer job could perform automotive-maintenance work. The Union characterizes all such occasions as the Mechanics' bootlegging air-conditioning work.
The Union alleges the Company seeks unilateral authority to do what it should negotiate. For example, it notes that the Mechanic, itself, is the multi-craft result of negotiation on the subject, as was a recent Mill Mechanic job that also welds in No. 2 Caster.
The Union recognizes Management's desire to be efficient. It insists, however, that it must strive toward that goal within the terms of the Agreement. In any event, it says putting some Refrigeration craftsmen regularly in No. 7 Blast Furnace to do this air-conditioning work would go a long way to solve the efficiency problem. It says that has been done at other locations, such as the Systems Building, the Lab, and the Main Office.
FINDINGS
There were arguments and counterarguments focusing on principles of Article 2 local working conditions and on seniority precepts arising from Article 13, but the craft element under Article 9 and the Manual was

the main ground of attack and defense, so much so that the problem may be resolved adequately on that basis.

There are few doctrinal differences. The central dispute deals with what the preponderance of the evidence shows as to performance of meaningful air-conditioning work by Mill Mechanics over the years before 1982. Some of the doctrine about trade or craft jobs, which really is not in dispute, should be repeated before reaching the evidentiary question.

The stress here is that grievants are on craft jobs. As such, they are entitled to protect the range of their duties as an expression of their craft rights under Article 9 and the Manual and their seniority rights under Article 13. Craft jobs are different from position-rated ones, in that they were described and classified on the basis of skills a qualified journeyman must possess, whether or not regularly exercised, and on the duties he may be called upon to perform in the plant, as opposed to position-rated jobs, which were described and classified as an expression of what an incumbent regularly would do, day in and day out. Craft jobs were described and classified in a three-tier arrangement, on the basis of skills possessed and which may be called for throughout the plant, as opposed to the daily-routine basis for description and classification of position-rated jobs. Craft jobs have Apprentice Programs running up to thousands of hours of preliminary training. Some fortunate craftsmen may spend their entire industrial lives on only the very easiest craft duties, while others may put in all their time on the most difficult craft duties, and yet each will receive the same rate of pay, the standard, which is one of three rates for a craft job.

In contrast, a position-rated job is described and classified on the basis of its doing much the same duties day in and day out, and it has one rate of pay. It may be established, changed, and eliminated as management desires, so long as the Agreement and Manual procedural requirements be observed, but craft jobs, established not because of what they regularly do but because of what skills the incumbents must have and on what they may be called upon to do, may not be changed with that same degree of freedom, absent Union agreement.

Because of those differences, which stem from Article 9 of the Agreement and the Job Description and Classification Manual, the parties' very special treatment of trade or craft jobs caused arbitration decisions over thirty years ago to recognize the very basic description and classification principles uniquely applicable to craft jobs. Some are relevant here. When dealing with position-rated jobs, Management has clear authority to establish jobs, to change them by adding duties to them and taking duties from them, and to eliminate them, so long as it follows the procedures established by the Agreement and Manual. There are necessary qualifications to those rather sweeping statements, but they do not apply here.

Much of that Management freedom simply does not apply to its dealing with trade or craft jobs. It may not undermine them by taking duties from them and fanning them out to other jobs, no matter whether the others be position-rated or trade or craft jobs. It is not necessary here to get into whether Management may add new duties ("overmine") to trade or craft jobs. No such issue is here.

Focusing the distillations from those principles on the facts of this problem shows that the parties agree that, if the grievant Refrigeration Repairmen craft jobs have done the several air-conditioning duties "exclusively" in the past, then they may not be taken from those craft jobs and distributed to others. To do so would destroy their unique craft status, in violation of the equitable rate structure of Article 9 and the Manual and the seniority rights of craft incumbents under Article 13 of the Agreement.

The central dispute thus has become whether or not the evidence establishes that degree of exclusive performance of these air-conditioning repair and maintenance tasks by the grieving craft jobs. The Company says it does not, since three Mechanics have been named who have done some such air-conditioning work at two other locations for a period of years.

The evidence shows, however, that those three did only a very limited degree and volume of air-conditioning work. If this work were the kind that came up for performance perhaps only once or twice a year, the Company's point might be well taken. But it is not that kind of work. With at least several hundred air conditioners in the plant and in view of the number of times such units can and did develop problems, the fact is that it must have been necessary for someone to have done this work thousands and maybe hundreds of thousands of times over the years.

Accordingly, it is not sufficient to show a mere dribble of air-conditioning work by Mechanics, in order to dissipate the necessary exclusivity. The concept of exclusivity necessary here for protection of the craft is not accurately represented by the word "exclusively," if it be used in a mathematically precise way as meaning 100 percent of all occurrences. At least that is not its realistic meaning in these circumstances. Should a case dealing with building of a blast furnace, for example, arise, perhaps "exclusivity" would mean 100 percent of the occurrences. But that does not stem from these facts.

Thus, with thousands of Mechanics out in the departments and considering that these specific tasks have arisen probably thousands of times each year, the necessary exclusivity is not destroyed by a showing that a few--three--Mechanics or other jobs did a few, minor air-conditioning tasks on other equipment at other locations. Speaking realistically and giving Company evidence on this point all the force it reasonably could carry, it still is true that grievant craftsmen performed these air-conditioning tasks "exclusively."
The Company argues that in the summer months there was so much air-conditioning work that Central Maintenance Refrigeration Repairmen could not handle all of it and, therefore, that other jobs simply must have done some of it.
But the evidence shows that other expedients usually were resorted to in order to help these craftsmen do the air-conditioning work. For example, significant overtime was worked by the Refrigeration Repairmen. Moreover, ten to twelve temporary helpers (college students) were hired, and extra people were brought over from Insulating, and both acted as "tank carriers," which freed additional craftsmen for air-conditioning work. The force was augmented also by Pipefitter Helpers. Finally, it well may have been that some such work simply did not get done, as Company testimony has asserted here. Thus, this indirect attack on grievants' claimed "exclusivity" really does not carry the point.
The Company says, however, that these duties are similar in ease of accomplishment and slim skill required to other work routinely done by these Mechanics. That may be, but these are disputes between craft jobs, and a duty does not necessarily get to be a particular craft's duty because it is easy or difficult to perform. Many duties of any craft job are very difficult and require considerable training, skill, and experience. Others are relatively simple, but they are as firmly duties of the given craft as are the difficult and complex ones. And they got to be duties of the given craft, not because they are easy to do, but because the craft performed them, exclusively, as that word has been used above in these Findings. That is, in this area a page of history is worth a volume of logic.
It is true also that arguments about similarity of duties do not always prove persuasive. It may be that the disputed work is similar to some regular Mechanic work on hydraulic pumps, lines, and other such equipment. But they never did the disputed work here before, and their fellow Mechanics at other locations did not do so, either, for any realistic and practical purpose, and that occurred over longer periods of time when there was ample opportunity to have them do so if that were thought important then. Instead, the work was done by the grievant Refrigeration craftsmen. It thus clearly was work of those craft jobs and could not properly be extended to the Mechanic craft.
That this Management decision was an extension of Mechanics' work from what they had done before, not only at No. 7 Blast Furnace but throughout the plant, was stated clearly by several Company witnesses who were in a position to know whereof they spoke. Former Superintendent of Central Mechanical Maintenance Marinello said Mechanics historically had checked filters and belts and had done rudimentary preventive maintenance, inspection, and repairs and, therefore, it was thought sensible by Management to go one more step and to have them charge compressors and check for leaks. That shows Mechanics had not done that level of work represented by the "one more step" and that is the air-conditioning work in dispute here. Marinello agreed he did not know firsthand of Mechanics' repairing air conditioners in the past.
The Company's other rebuttal witness did not come to this area of No. 7 Blast Furnace activities until a time in 1981 that was after the assignments in dispute.
The Staff Maintenance Engineer, Intermediate Products Technology Section of No. 3 Cold Strip, said that before late 1979 or early 1980 Central Maintenance Refrigeration craftsmen did all air-conditioning work, exclusively, on the units on the roofs of acoustical booths which were very high-maintenance items, and Senior Training Coordinator Eldredge agreed that it would be logical to conclude that the departments had not begun to have their Mill Mechanics trouble-shoot air-conditioning equipment before 1983.
Finally, on the point of similarity of this work to other duties regularly done by Mechanics, the similarity might be there in the abstract. But the decisive point is that as to all that other equipment and work these parties had not created a special craft job, or two of them, to handle any of the "similar" work. The Mechanic was described as doing that "similar" work, and they did it. That stands in sharp contrast to this situation, where the parties from the 1940s made a special niche for air-conditioning work and they put it in these two craft jobs, and those jobs did all that work, in any practical and realistic sense, over all the years up to at least 1981. Thus, this work became the craft work of these two craft jobs, and it cannot be broken out and assigned to other jobs unilaterally.
There is much talk here of assigned-maintenance against central-maintenance jobs, but this is not just the routine jurisdictional dispute that often arises in that area as between two different seniority units. That is here, of course, but it is not determinative. In those cases, ordinarily each set of competing jobs has done

arguably similar work in the past, and the decisive factor may be whether the work is closer to new construction or major reconstruction and therefore for central maintenance, as opposed to day-to-day maintenance work for the assigned-maintenance force. This is a dispute between craft occupations, and it would be the same even if both competing craft jobs were in the same department. For present purposes, it is a mere accident that the jobs are in different maintenance forces.

It is worth noting, however, that several of the arbitration decisions cited by the Company arose and were decided on principles of competition between assigned- and central-maintenance forces. They did not deal with craft principles and thus have no significant teaching for resolution of this problem. Several other arbitration decisions cited dealt with position-rated jobs, and it has been shown above that Management has substantial freedom of assignment there that it does not have respecting craft jobs.

It should be stated expressly that the basic principles applicable to assignment of duties from craft jobs in the industry have been stated here, without going into all details of their genesis and recognition in arbitration decisions developed from the similar manual and basic agreements in another bargaining relationship in the early 1950s. Indeed, such details were unnecessary here, for the parties assert (Union) and accept (Company) those principles. That is, the Company argument on this point agrees that, if the grievant craft jobs had done this work exclusively in the past, the Union would have to prevail, and that Company position could come only from acceptance as applicable in the Inland relationship of the principles developed earlier in the other bargaining relationship. Indeed, the Company's recitation of the origin of the craft Mechanic job emphasizes recognition of the necessity of agreement in order to take duties from a craft job.

The Company argues from history, efficiency, alleged inapplicability of Article 2, Section 2 local-working-condition principles, and other such points, but it is clear that its main position here and the basic reason for the 1981 assignment decision in dispute was the presence of the language "all mechanical equipment" in the Mechanic job description. That conclusion is supported by Company arguments in the Step 3 and 4 Minutes, the Company Brief, and in opening and closing arguments at the arbitration hearing. History and efficiency cannot support the Company position here. History is against it, and efficiency generally is for the parties. It cannot be seen as controlling by the Arbitrator, contrary to principles clearly expressed in the Agreement and Manual.

The Mechanic description language well could cover this work, surely not so obviously as the descriptions of the grieving craft jobs, but it could include it. The difficulty in that regard is that it no longer was open to an Arbitrator's interpretation as of 1982. The parties construed it for themselves from the time of creation of the Mechanic job, and they did so by continuing to have the Refrigeration craftsmen do this work at all locations, exclusively, for practical purposes, and by not having Mechanics do it. Thus, it no longer was an open option in 1981 in No. 7 Blast Furnace to have Mechanics do this air-conditioning work. It had become part of the craft duties of the grieving Refrigeration craftsman.

It will not be necessary to decide whether or not this conclusion is an application of local-working-condition principles under Article 2, Section 2. It just as well may be the parties' interpretation of their language by their joint, assignment conduct, as an exercise of their authority under Article 9 and the Manual. Indeed, the Company's argument, too, is peppered with resort to history of these assignments in its testimony and arguments of what was done at other locations in the past by two Mechanics and another job. The Company argues that in the more remote past, with most air-conditioning units being small ones that cooled areas only for human comfort, the assignment decision as to this work was not important and did not become so until air conditioning became larger, more complicated, and significant for cooling computer rooms containing devices that controlled major production equipment. Only then, so goes the argument, should Management's assignment decisions be looked upon as significant, and it allegedly was then that this work was assigned to Mechanics. But the foundation for that argument is phrased more generously than the evidence will support. Mechanics were assigned to No. 7 Blast Furnace in 1979, and they did no air-conditioning work then and none until mid-1981. Moreover, large computers have been kept properly air-conditioning at other locations, and grievants have done all maintenance and repair work on them, as they have done at the Coke Plants, the Systems Building, and the Main Building. Accordingly, when such work became significant even in Management's eyes, it was kept within the Refrigeration crafts even before the assignment in dispute.

There is not all the mileage Company arguments would attempt to get from whatever degree of electrical work on air-conditioning equipment has been done by assigned-maintenance craft Electricians of the kind that is done also by these Refrigeration craftsmen or from an apparently very limited amount of work on air

conditioners by Mobile Equipment Repairman. That is for those jobs, and it cannot bear rationally on resolution of this assignment of mechanical work on No. 7 Blast Furnace air conditioners.

This analysis has considered carefully all arbitration decisions cited by both parties in the grievance proceedings, in the pre-hearing briefs, and at the arbitration hearing, and has studied with equal care all Inland arbitration decisions on assigning duties away from craft jobs. Decisions dealing with assignment of duties from position-rated jobs are of no help on this point. No other Inland decisions were cited or found that stand in the way of the above conclusion.

Accordingly, in light of all evidence and arguments, the grievance will be sustained. Management shall cease having Mechanics at No. 7 Blast Furnace perform the air-conditioning duties in dispute here, that is, charging air-conditioning units, changing air-conditioning components, and repairing freon lines. Grievants who can establish with reasonable clarity and specificity that they lost work and earnings by reason of the improper assignment of the above listed air-conditioning work to Mechanics are entitled to be made whole. Those details will have to be worked out by the reasonable efforts of the parties, in light of locally available data.

AWARD

The grievance is sustained as stated in the last paragraph of the accompanying Opinion.

/s/ Clare B. McDermott

Clare B. McDermott

Arbitrator