

Award No. 835

IN THE MATTER OF THE ARBITRATION BETWEEN
INLAND STEEL COMPANY

and

UNITED STEEL WORKERS OF AMERICA,
LOCAL UNION 1010

Grievance No. 5-S-23

Appeal No. 1446

Terry A. Bethel, Arbitrator

October 22, 1990

OPINION AND AWARD

Introduction

This case involved resolution of a grievance filed on October 3, 1988. The hearing was held in the Company offices in East Chicago, Indiana on September 6, 1990. Bradley A. Smith represented the Company and Jim Robinson presented the Union's case. Both sides filed pre-hearing briefs.

Appearances

For the Company

B. A. Smith, Project Representative, Union Relations

A. Hinton, Area Maintenance Supervisor, No. 2 BOF/CC

B. Bognar, Maintenance Section Manager, No. 2 BOF/CC

A. Schau, Planning Supervisor, P&MC

R. Cayia, Section Manager, Union Relations

For the Union

J. Robinson, Arbitration Coordinator

Bill "Memo" Garza

Curt Sandlin

Terry Cox

Dewayne Oglesby

George Schmidt

Timothy L. Pimpton

Timothy L. Roberts

Background

This case involves the Union's claim that the Company violated Article 2, Sect. 2; Article 3, Sect. 1; and Article 13, Sect. 3 of the contract by assigning certain segment roll buildup work to shop services machinists rather than to number 2 BOF/CC mechanics. The segments are a series of frames that guide the strand as it progresses from the mold exit to the cutoff machine and are part of the Company's continuous casting operation. The precise work at issue involves roll buildup of segment 0, the segment nearest the mold on the number 2 BOF continuous caster. From time to time, the segments undergo a routine maintenance function known as roll buildup. The precise details of that maintenance function were explained at the hearing but need not be repeated here. There is no question, however, that the work is to be accomplished by craftsmen. Moreover, there is no dispute about the fact that the roll buildup function is essentially the same for each segment, including the segment 0.

Number 2 BOF/CC began operation in 1985. At the outset, department mechanics were assigned buildup on segment 0's and all other segments were serviced by machinists from the shop services department. Thereafter, some segment 0's were sent to outside contractors, a practice that was stopped by an arbitrator's decision. For at least a year before the event that gave rise to this dispute, most segment 0 work was performed by department mechanics, but some was also done by shop services machinists. I will discuss this fact in more detail below.

The grievance at issue was filed on October 3, 1988, after the Company assigned shop services machinists to perform segment 0 roll buildup on a regular basis. The Union asserts that such work is within the exclusive jurisdiction of the department mechanics.

The Union points out that the grievants are craftsmen and, as such, they are entitled to protect the duties of their craft. Craft duties, the Union asserts, cannot be taken away from craftsmen and assigned to other employees, whether they are craftsmen or not. In this case, the Union asserts that segment 0 roll buildup work was exclusively within the jurisdiction of the department mechanics. The Union claims that such

work is a separate and distinct body of work and that the department mechanics have performed the work with reasonable consistency and exclusivity for a number of years.

The Company asserts that its decision to transfer segment 0 roll buildup work to the shop services machine shop was a proper exercise of its management rights under Article 3, Sect. 1 of the contract. The Company points out that machinists in shop services had been doing almost identical work to other segments from the continuous caster for several years. The Company also claims that there was no agreement to confer exclusive jurisdiction of the subject work on the department mechanics in this case and, moreover, that there was no such practice. Finally, the Union claims that it is artificial to separate out the segment 0 work as a separate and distinct body of work. Rather, the Company claims that the appropriate body of work is the roll buildup work on all of the segments.

Discussion

Unlike some of the cases cited by the parties, this is not a case in which the employees of one craft can protest the usurpation of their duties by the employees of another craft. The evidence showed clearly that the functions and skills performed by the department mechanics on segment 0's had also been performed routinely by shop services machinists on other segments. Moreover, there was no evidence whatsoever that there was anything special about the segment 0 work. When the work was acquired by shop services machinists, then, they did not begin doing something they had never done before. Rather, they continued work they had done regularly in the past. The only real issue is whether it mattered that they were now doing work routinely on segment 0's when, the Union asserts, application of their skills to that equipment had not been routine in the past.

Actually, there is some real dispute about how commonly the shop services machinists had done the work or, at least, about how to characterize their level of employment on segment 0's. Although precise numbers may be elusive, both parties seemed comfortable with the estimate that, in the year before the grievance was filed, department mechanics performed 104 segment 0 roll buildups and shop services machinists did 20. That is, shop services craftsmen did slightly more than 16 percent of the total number of buildups. This does not appear to me to be an insignificant number, especially when one considers the time involved in the process.

In any event, the employment of shop services machinists in segment 0 roll buildup would appear to me to be more than casual or incidental. They did, after all, about 1/5 as many as the craft for whom the Union now claims exclusive jurisdiction. They apparently performed these functions without protest from the Union. It would appear, then, that shop services machinists were counted on as a regular -- or at least were a regularly used -- means of accomplishing this work.

The Union, of course, asserts that it need not prove that department mechanics did all of the work. Rather, its obligation is to establish that they did the work with reasonable consistency and exclusivity (obviously intending "reasonable" to modify both words, an exercise in parallelism with which these parties are quite familiar). The Union has no difficulty establishing consistency. The department mechanics did this work consistently from the outset. It claims that its evidence also proves reasonable exclusivity because department mechanics were fully utilized on segment 0 buildups and work was sent to shop services only on an overflow basis.

This is not an easy contention to resolve. I understand the claim that department mechanics did all of the work they could do. But, presumably, buildup of segment 0's isn't all they were doing. The Company might well structure its response to the Union's claim by asserting that, while it assigned department mechanics to work on segment 0's, it also assigned them to do other work. Had it assumed that department mechanics were to do the segment 0 work exclusively, it would have modified their other assignments and freed up more time. Or, it would have employed more department mechanics. It did neither. Rather, it rationed the time of department mechanics, assigned some portion of that time to segment 0 work, had them do all they could do in the time set aside, and then gave what was left to other craftsmen. This hardly demonstrates exclusivity.

The facts, of course, may be otherwise. It may be that the Company believed its department mechanics could and would do all of the segment 0 work in the time allotted, and that it assigned the work elsewhere only with reluctance and on an as-needed basis. That characterization cuts more in favor of the Union. Based on the facts I have, I can't say which is right because I have little information about how job assignments are made and about what else the department mechanics may have had to do. In my view, however, it is not essential that I resolve this conflict in order to decide the case. The matter of exclusivity becomes important only if I decide that segment 0 work is a separate and distinct body of work. I am unable to draw that conclusion.

Certainly, there is no contention that department mechanics have consistently performed roll buildup on the continuous caster segments to the reasonable exclusion of all other craftsmen. The evidence established that shop services machinists have regularly performed roll buildup on all of the other continuous caster segments for a number of years. The only possible claim of exclusivity the Union can make relates to the segment 0's and it is plausible only if one views the segment 0 buildup as a separate and distinct body of work. If the relevant body of work, however, is segment roll buildup generally, the Union has no claim to exclusivity. It is to that issue I now turn.

This case does not present an obvious solution. Both sides make plausible claims. From the Union's perspective, it is true that segment 0's were held in the department and the great bulk of work on them was performed by department employees. Moreover, while segment buildup work may be essentially the same no matter which segment is involved, there are differences between segment 0's and other segments. Segment 0's are the first ones the mold encounters, they are smaller than the other segments, and they are more vulnerable to damage because of breakouts.

The fact that segment 0's may differ somewhat from other segments is not determinative. The question here is not what the segment 0's do but instead what the craftsmen do when they service them. There is no issue here about whether the work involved is craft work. Rather, the issue is whether the work involved in building up segment 0's is a separate and distinct body of work from that involved in building up other segments. I cannot conclude that it is.

The Company did set the bulk of the work aside to be performed by department mechanics. But the Company says that decision was of no special significance. All of the work was about the same and some of it could be done in the department. It kept the segment 0's, it says, simply because they were smaller and it had room for them, not because they presented some special challenge and not because they required some special skill. Indeed, even the Union's witnesses testified that they received no special training to work on segment 0's.

As I noted above, the parties have already recognized that this is craft work. This recognition arose not because of the equipment itself, but because of the range of functions that maintenance employees could be expected to perform when working on it. That range of functions is not limited to segment 0's. All of the segments require the same work and the same skills. Although the matter is not entirely free from doubt, on balance I think I have to identify the relevant body of work by looking to the skills the workers are expected to employ, especially when those skills are applied to nearly identical segments of one production process. In my view, then, the relevant body of work in this case is the roll buildup work at number 2 BOF/CC.

Given my construction of the relevant body of work, the Union cannot establish that the department mechanics have performed the subject work with reasonable consistency and exclusivity. I must, therefore, deny the grievance.

AWARD

The grievance is denied.

/s/ Terry A. Bethel

Terry A. Bethel, Arbitrator

Bloomington, IN

October 22, 1990