

UPGRADING/TEMPORARY ASSIGNMENTS/REDUCED CAPABILITY

- ___ The actual determination regarding upgrade or temporary assignment status should be made by the supervisor who assigns the work, with full consideration given to the applicable "upgrade" or "temporary assignment" clause in the Agreement.
- ___ Upgrade pay, when it is deserved should be awarded according to defined qualifying criteria.
- ___ If a bargaining unit employee is utilized for upgrade purposes, in effect for the convenience of the company, it adds justification to that employee's future job bid for that same job, unless a record exists to show that the employee performed the job improperly or unless a record exists to show that a greater degree of supervision was required during the employee's upgrade assignment. (If the employee has been repeatedly utilized and compensated in a higher classification, it would seem unreasonable to deny that same employee consideration for permanent assignment to that classification at a later date, unless there were problems with the employee's performance or unless there was a significantly greater degree of supervision or assistance than usual during the upgraded periods.)
- ___ In order to maintain flexibility and to prevent establishing proprietary rights to tools, jobs, areas, or equipment, maintenance upgrade considerations should be based on DEGREE OF SKILL REQUIRED or DEGREE OF JOB COMPLEXITY INVOLVED, not on the piece of equipment involved. Some criteria for choosing the appropriate employees for upgrade assignments and for making upgrade pay decisions are:
 - ___ was there partial responsibility or partial task responsibility involved as compared to overall responsibility for overhaul, repairs, rebuild, installation, etc.
 - ___ was intermediate checking and semi-complex/critical alignment and balancing involved as compared to total responsibility and accountability for overall balancing/alignment job.
 - ___ amount of supervision which was afforded the job while the employee was assigned to it; that is, if that employee required a higher degree of supervision as compared to another employee who is in that classification normally, justification for upgrade pay would be reduced.
 - ___ amount of assistance provided by other employees.
 - ___ special mechanical qualifications and certification requirements.
 - ___ numbers of people led by the individual.
 - ___ degree of skill involved, such as for lathe work, inside vs. outside dimensions, etc.
- ___ Supervisors should follow proper upgrade procedures, especially when the company maintains a "no pay for work not performed" policy. (Alternate remedies should be sought, other than compensation pay, whenever upgrade assignment errors are made, including a possible "upgrade over an appropriate period of time" adjustment clause similar to the practice that is often followed in equal/equitable overtime distribution systems. Creation of additional work to satisfy claims should be avoided if at all possible, unless the additional work offered would have been necessary in the first place.)
- ___ Before any formal discussion regarding upgrade or temporary assignment between union and management, review the entire Agreement and locate and highlight every reference to job specifications, job descriptions, or job classifications.
- ___ Index the Agreement so as to be able to locate those clauses or references immediately during any formal discussions. Have each clause clearly in mind and well understood from a consensus position of the top-level managers who attend.
- ___ Have in mind, but not formally listed for publication or exchange or even for distribution for discussion purposes, the basic differences between each classification in addition to general references listed in the job specifications themselves regarding the specific job to be done and the current specific surrounding conditions. (In top-level discussions, DO NOT PUT A TITLE OR HEADING which in any way refers to "upgrade" or "job specifications," on any of the list sheets.)
- ___ Review past records of upgrade pay or "acting status" pay, and be able to demonstrate unequivocally that upgrade pay is awarded when conditions of the Agreement for such pay are satisfied. Be able to demonstrate this fact in every department and for each classification.
- ___ Take steps to improve the capabilities of employees in the top-level classifications in each department or job series progression on an ongoing basis. For instance, take immediate steps to have top-grade mechanics trained and certified for specific tasks and types of welding. Provide training, wherever necessary, to improve the abilities and qualifications of top-grade or top-level classification employees so that there will not be a necessity to upgrade lower classification employees who may have specific skills in common with the upper classification.

- ___ Take steps to train supervisors to assign work properly and, insofar as possible, within proper classification in order to reduce the unnecessary assignment of out-of-classification work. Train supervisors to recognize the major differences in degrees of skill and degrees of complexity so as to prevent errors in job assignment which will lead to upgrade challenges. Attempt to DO RIGHT VOLUNTARILY regarding work assignments and upgrade pay wherever and whenever it is justified and when the upgrade criteria in the Agreement are satisfied.
- ___ Avoid use of bargaining unit employees (lead persons, etc.) to assign upgrade jobs or jobs in controversial upgrade "fringe" areas. These assignments should be made by supervisors.
- ___ In defining the various classifications, resist "restrictive" words, such as "advanced," "special," or beginning. (Arbitrators have repeatedly supported the principle that "management's freedom to assign work is not restricted by job descriptions, unless the Agreement expressly says so." An upgrade clause guarantees management's right to so assign upgrade work, with the quid pro quo that it will compensate lower-classification personnel for doing higher-classification work, within the definition and restrictions of the upgrade clause, and whenever the lower-classified individual possesses the degree of skill necessary to perform the higher classification work.)

UPGRADE DISCUSSION CONSIDERATIONS

In all discussions with Union representatives regarding upgrade, for any reason, the following guidelines on job specifications, job descriptions, and their use and interpretation should be stressed:

- ___ Job descriptions describe only the major duties, skills, and responsibilities and the types of tools, machines, and equipment pertaining to each classified job for classification purposes. It is unreasonable to assume the descriptions or specifications would or could list all jobs and all requirements.
- ___ Job descriptions assist the parties to determine the value in the rate structure of each classified job in relation to values of other classified jobs, and they assist in balancing the rate structure. The degree of skill and complexity of job is important in considering differences between classifications.
- ___ Unless the parties agree otherwise, and unless the descriptions provide otherwise, the parties do not intend by the descriptions to exclude other duties or prohibit use of other equipment.
- ___ The job descriptions and content of classified jobs do not restrict or prevent the supervisor from choosing which work assignments are to be done by the employees who work in those classified jobs. Also, no one group of classified employees can properly assert jurisdiction over work assigned to employees in other classifications.
- ___ Job specifications do not give any individual or classification "proprietary interest" or "proprietary claim" to any job, area, shift, piece of equipment, or function.
- ___ The "union recognition clause" is often claimed by unions as a guarantee that bargaining unit work would continue unchanged indefinitely. This is not true. Management is free to change duties and assignments, unless the Agreement expressly states it is not. Workers should perform assigned work or tasks, saving their protests for the proper regular grievance channels.

REDUCED CAPABILITY OR "LIGHT-DUTY" CLASSIFICATIONS

In some instances an employee who is either ill or injured may request to be allowed to continue in a temporarily assigned classification often falling in the "light-duty" or "retrogression" area. The supervisor or management representative is well advised to differentiate between long term and temporary light-duty or retrogression assignments, and in the temporary cases to set firm start-stop dates.

- ___ One consideration in determining light-duty assignments, be they temporary or permanent, should be reassessment of the pay grade applicable for the employee's job performance services in the light-duty classification.
- ___ Permanent light-duty assignments or transfers should only be entered into where the employee agrees to a release of company liability and other waivers, such as a provision which defines additional transfers and job bid procedures that would be allowed, or deviations from job bid procedures or waivers that would accompany such assignments.

- ___ Consideration should be given to workmen's compensation claims in individual instances and to overall company or corporate personnel policies regarding reduced service or reduced capacity job assignments for employees, and to precedent-establishment potential of such assignments.
- ___ Company physical examinations should be performed before, at frequent intervals during, and after light-duty assignments.
- ___ Transfers which are designed to solve problems that otherwise would lend themselves to corrective training or stepwise discipline should be avoided. Transfer should be utilized and recognized only when there are physical, mental, or emotional limitations which both the company and the employee recognize, and then only after the employee has undergone a physical examination under the direction of the company to determine the extent of interference with normal job performance functions caused by the disability or illness.
- ___ In drafting policies or clauses which accommodate employee requests for light-duty or reduced capacity retrogression, the following language should help to protect the employer from abuses and malingering: "Benefits will not be paid unless employees adopt such remedial measures as may be commensurate with the employee's condition and permit such reasonable examination and inquiry by the Company's representative as in the judgment of the Company may be necessary to ascertain the employee's condition."