

In The Matter Of:	:	
	:	
INLAND STEEL COMPANY	:	
	:	GRIEVANCE NO. 1553
	:	
	:	ARBITRATION No. #19
UNITED STEELWORKERS OF AMERICA	:	
LOCAL UNION NO. 1010, C.I.O.	:	

REPORT AND AWARD OF THE ARBITRATOR

Introduction

In response to a request from the parties that an arbitrator be appointed to decide a number of grievances, the War Labor Board, in a letter dated August 27, 1945, informed the parties that the undersigned had been appointed and that his award was to be final and binding upon them. Pursuant to this authorization, the arbitration hearing was held in the offices of the plant at East Chicago on September 24, 1945. Following the hearing, additional data were filed with the arbitrator as authorized by him.

The Grievance

Roll builders contend that a man should not be required to do any work other than his regular duties as roll builder.

UNION'S CONTENTIONS

The Union desires a ruling prohibiting the Company from requiring an employee classified as roll builder to do any work other than his regular duties as roll builder. It requests also that G. Neibling, a roll builder involved in this grievance, receive one day's pay. When the Company requested this employee to move eighteen barrels of production oil it was making a request outside of his job duties. The employees may be expected to do work which is clearly related to their regular duties, but should not be required to perform tasks which are extraneous to his regular job. The grievance reads "that a man cannot be forced to do any work outside of his regular duties." The Union argues that the task of moving oil used in the production of steel is a transportation problem and not a problem for the mechanical department. It is declared that the department never before had been required to move coating oil. If the moving of the barrels was important and urgent, the Union inquires, why did the Company wait several days until the employee concerned decided to move them? The employee should be protected by the Contract which identifies his job and determines his transfer on the basis of seniority.

COMPANY'S CONTENTIONS

After giving the history of the events occurring because of the refusal of Neibling to move the barrels involved in this grievance, the Company maintains in its statement of position that the work which George Neibling was

requested to do was "reasonably incidental" to the job to be performed." There is nothing in the Contract which prevents management from asking the employees to do odd jobs which occasionally arise and which have become a part of the routine duties within a division. The roll builders have customarily been required to keep the loading and unloading dock clear of materials. In this grievance, the job was assigned to a roll builder in the 12-8 turn, since this was a light turn, inasmuch as only two mills were in operation at the time. Further, the moving of the barrels would involve no reduction of pay, for a group bonus was in effect. To allow the Union's request in this grievance would mean a waste of time and a serious interference with production.

DISCUSSION

Except for the evident fact that the amount of oil moved was unusual, the practice of assigning roll builders to move materials in the mechanical department does appear to be in existence. There was no successful refutation of the allegation that roll builders kept the loading and unloading docks clear and to this end occasionally did move materials of various kinds, including lubricating oil. It is not reasonable to exclude production oil, as the Union desires, from the category of materials which might be moved by roll builders in the mechanical department. The oil obviously needed to be moved, it was located near the roll builder involved; this employee was working on a light turn (the preceding turn had built up a reserve supply of rolls), and he suffered no loss of pay in doing the moving. There is no evidence to prove that this employee was required to exert himself to an extraordinary degree physically. The availability of mechanical transportation equipment was not denied. From the evidence it must be concluded that the Company's request to move the oil barrels was not unreasonable and was not in violation of the Contract. While this removal could not be called mechanical work, it was related to tasks which on occasion the men in this department performed. This arbitrator believes that the Company's position must be upheld.

THE AWARD

The position of the Company with respect to this grievance is herewith sustained and the Union's request is denied.

Respectfully submitted,

OTTO J. BAAB
ARBITRATOR

November 3, 1945.