Grievance No.19-E-27
Appeal No. 156
Arbitration No. 157

INLAND STEEL COMPANY )
)
and )
)
UNITED STEELWORKERS OF AMERICA )
Local Union 1010 )

Opinion and Award

Appearances:

For the Company:

Herbert Lieberum, Superintendent, Labor Relations
Tom Cure, Assistant Superintendent, Labor Relations

For the Union:

Cecil Clifton, International Representative
Fred A. Gardner, Chairman, Grievance Committee

This grievance complains that a Field Force Machinist, 1st Class, was ordered to use a sling and crane, work beyond his job description and the inherent duties of his craft, that such work is peculiarly that of the Riggers, and in requiring Machinists to do it Management endangered the safety of employees. The Union refers to Article III, Section 1; Article V, Section 6; and Article XIV, Sections 5 and 6 of the 1954 Agreement; and Sections I A and II A of the Mechanical and Maintenance Occupations Agreement of August 4, 1949, and requests as relief that: "(a) Field Force Machinists' Craft work be contained to scope of their job description; (b) This infringement on work in other crafts' scope, and unsafe practice be discontinued immediately."

The next case, Grievance 19-E-26, Arbitration No. 158, involves the same issue with respect to Field Force Machinists erecting tubular scaffolding, work alleged to be within the scope of Carpenters, and the general discussion which follows will be equally applicable to that case.

The Union is not grieving over the failure of Management to revise the job descriptions or to change the classification of Field Force Machinists, nor that these Machinists are improperly paid under the Agreement. Rather, the relief sought is to restrict Management's right to direct the Machinists to perform work alleged to be outside the scope of their established duties and to require that such work be done solely by the craft whose scope of duties includes this type of work. While a Field Force Machinist is the grievant, speaking apparently for his craft as a whole, one of the points argued at the hearing was that when Machinists do the work of another craft they are depriving members of the other craft of the opportunity to progress through their wage range.

The Union's case relies principally on the absence in the job description of Field Force Machinists (Standard) of any mention of the use of crane or sling, while these are included in the job description of Riggers. It reasons that since such duties were not included when the occupation of Machinist was described and evaluated pursuant to the Wage Rate Inequity Agreement of 1947, and since such duties are not included in the Basic Factors to be met before Machinists may attain the top rate of their occupation, this is proof that they are not supposed or required to do such work. While the Union does not cite any part of the Agreement which explicitly prohibits Management from assigning Machinists to do such work, it argues that there is a necessary implication in the job descriptions and in Section 6 of Article V and Sections 5 and 6 of Article XIV to this effect.

Management's position is essentially that its general contractual right to direct employees is not restricted by any of the provisions cited by the Union; that the job description of Construction Machinists, Field Force Department, encompasses the duties in question and that this classification includes credit for such work; and that the use of a wire cable sling attached to a crane is within the general class of this occupation and has been so recognized for many years.

On March 13, 1955 the grievant was engaged with eight other Machinists in removing table spreaders, rails and walkways at the No. 2 Hot Bed in the 28" Mill. Some difficulty was met in removing the table spreaders, and after the first one had been removed, two Riggers were assigned to assist. This was the incident giving rise to this grievance. The Machinists had been using the sling on the items they removed.

The journeyman occupation of Construction Machinist (Standard) - Field Forces Department was described in January, 1946 and classified during the wage rate inequity program, January, 1947, and this description and classification have remained in effect ever since. Section I of the Mechanical and Maintenance Agreement, which was entered into on August 4, 1949 pursuant to the Wage Rate Inequity Agreement of 1947, states:

> "Job descriptions thus developed shall reflect the range of skills and duties which a properly qualified workman in the occupations covered herein may be called upon to perform. It is understood that such job descriptions shall be for the purpose of illustrating the general class of work to be performed by employees classified in the respective occupations."

These craft job descriptions, therefore, are specifically understood to reflect the range of skills and duties which qualified workmen may be called upon to perform, and, further, that they merely illustrate the class of work to be performed.

It is important to note the foregoing, since the Union depends mainly on the failure of the Machinist job description to specify the use of sling and crane in this case or the building of tubular scaffolding in the next case.

In the job description of the craft in question, we find the primary function stated as follows:

> "Perform any type of work relative to setting, erecting or assembling mill machinery and equipment."

Under the heading of work procedure in the job description we find the following:

> "Directs and works with crew to install, assemble, alter or dismantle any machinery and equipment, such as mill stands and drives, shears, table lines, cranes or other mechanical and electrical units for steel mill operation.
>
> "Uses portable power tools, hand tools, shop machines, heating and burning equipment, precision instruments and other tradesmen's tools in making necessary installations.
>
> "Performs work on items that vary from pounds to many tons, from rough castings to fragile and delicately balanced precision machines, from working on equipment in pits and basements to that atop buildings and blast furnaces.
>
> "Performs other traditional duties as required by emergencies or duties too minor in extent to require detailed description."

These, it must be remembered, are understood to reflect the range of skills and duties which qualified workmen may be called upon to perform and are only illustrative of the class of work to be performed.

In performing the disputed work the Machinists were paid at a rate greater than that which would have had to be paid to Riggers if they had done all the work. The Company has certainly saved no money in directing the Machinists to do the work, and the Machinists have lost none since they received their regular hourly rate.

Examining the Contract provisions cited by the Union, especially in light of the foregoing and of the fact that Machinists have for many years used slings attached to overhead cranes as part of their tools or equipment, I find nothing to counteract the broad authority reserved to Management in Article IV, the general management provision of the Agreement.

Article III, Section 1 is a statement of good faith compliance with the Agreement by employees, their representatives, the Company, and its representatives. Article V, Section 6 calls for maintaining existing job descriptions and classifications, unless the job content is changed or there is mutual agreement to modify a job description or classification, and in cases of changed job content or new jobs a procedure is set forth for establishing the proper classification and description. This section is hardly

relevant to the question before us. Two sections of Article XIV were mentioned. Section 5 relates to the promulgation, questioning, and use of Company rules. Section 6 calls for the continuance of local conditions and practices. Neither is pertinent, in view of the evidence concerning past practice and the more direct bearing of the provisions discussed above.

If the evidence disclosed that some new type of work was given to the Machinists which they could not fairly be expected to perform by virtue of their job description and past practice, particularly if this in any true sense involved safety, then a real question would be presented. Under the facts of this case, no such problem is before us for consideration.

AWARD

This appeal is dismissed.

David L. Cole
Permanent Arbitrator

Dated: March 6, 1957