

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
Local Union 1010

Grievance No. 19-E-26
Appeal No. 157
Arbitration No. 158

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 is a companion case to that ruled on in Arbitration No. 157 the award in which is being issued at the same time as this award.

The grievance in this case complains that Field Force Machinists have been directed to erect sectional fabricated structural steel scaffolding which is work outside the scope of their job description, and the relief sought, as in the preceding case, is that:

- "(a) Field Force Machinist's Craft work be contained to scope of their job description;
- "(b) This infringement on work in other craft's scope, and unsafe practice be discontinued immediately."

The Union contends that the erection of such scaffolding is specifically the work of Carpenters.

The scaffolding in question is of the pre-fabricated sectional tubular type, and the evidence reveals that Machinists and other crafts have on many occasions over the years assembled and used such scaffolding in connection with their work. Incidentally, a finding to the same effect was made on October 18, 1956 by Impartial Umpire Ralph T. Seward at the Sparrows Point Plant of Bethlehem Steel in a case in which the Carpenters objected to the assignment of such scaffolding work to their craft.

While the Union alleged that this work assignment to Machinists constituted an unsafe practice, no proof whatever was offered to demonstrate this. On the contrary, the Company's Safety Department investigated this question and found that the erection of the 25 foot section of scaffold to facilitate the assembly of a crane, which was the assignment complained of in the grievance, presented no safety problem.

As indicated in Arbitration No. 157, the Contract provisions cited by the Union do not directly restrict Management's general right to direct the work and the employees. It is true, as the Union points out, that the erection of scaffolding is mentioned in the Carpenters' job description, and not in that of the Field Force Machinists. But the latter job description, as stipulated in Section I of the Agreement relating to Mechanical and Maintenance Occupations, dated August 4, 1949 is understood to be one which

" ... 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."

The form of the job description of Field Forces Field Machinists is consistent with the quoted part of Section I. It states the primary function in broad terms and then lists under the work procedure heading a variety of illustrative duties.

Article V, Section 8 of the 1954 Agreement indicates that there are circumstances under which Management is expected to assign employees to occupations other than their own, and provision is made to protect their rates when this occurs. This possibility is also recognized in the Mechanical and Maintenance Agreement in Section III E with respect to Mill Maintenance Occupations.

In the case before us, the Machinists were directed to erect a 25 foot tubular scaffold to be used by them in connection with the assembly of a crane. This was in keeping with past practice, represented no safety hazard, and cannot be said to have violated any provision of the Agreement. Management stated that there are maximum limits of height of scaffolding which are assigned to Machinists and that they are not called upon to erect wooden scaffolds.

On the facts presented, and for the reasons stated in this award and in that in Arbitration No. 157, no Contract violation can be found in the assignment of the work in question to Field Force Machinists.

AWARD

This grievance is denied.

David L. Cole
Permanent Arbitrator

Dated: March 6, 1957