INLAND STEEL COMPANY	)	Grievance No. 19-E-51
	)	Docket No. IH-9-9-4/24/56
and	)	Arbitration No. 170
	)	
UNITED STEELWORKERS OF AMERICA Local Union 1010	)	Opinion and Award

Appearances:

For the Company:

T. G. Cure, Assistant Superintendent, Labor Relations Department
George Melvick, Assistant Supervisor, Field Forces Department

For the Union:

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

The grievance notice was filed on behalf of five employees, all filling the occupation of Wireman, who were required to erect tubular prefabricated pipe scaffolding in connection with a job at No. 2 A.C. Station on March 5, 1956. The Union claims that such work is not contained in the Wireman's job description; that it is not included in his responsibilities; that the craft occupations of Wireman and Carpenter are separate and distinct; that such work is contained in the job description of Carpenter and is included in his responsibilities; and that the Company's act of ordering the Wiremen to erect such scaffolding was in violation of the Agreement (Article V, Section 6) and Section II of the Mechanical and Maintenance Agreement of 1949.

The Company claims the right to so assign Wiremen under Article IV of the 1954 Agreement; that this right is not limited by any other provision of the Agreement or the Mechanical and Maintenance Agreement of 1949 and that the work is within the "general class" of the responsibilities of the Wireman.

The Union directs attention to Exhibits 7 and 8 in its pre-hearing brief which set forth "Details and Examples of Basic Requirements" of Carpenter and "Basic Factors" of Rigger. Each of these documents presents the appearance of a check list of qualifications essential to the performance of the duties of the crafts referred to. Each exhibit refers to the erection of scaffolding. The Union urges that the reference to scaffolding in these documents and the coincident absence of a similar listing of "Basic Requirements" or "Basic Factors" for Wireman, distinguish this case from Arbitration Numbers 157 and 158 and justify a different decision.

The Company has not controverted the fact that no similar documents list scaffold-erecting as a basic factor or requirement of Wireman. But this alone does not take this case out of the reasoning in Arbitration Numbers 157 and 158. In each of those cases, for the reasons set forth

therein, it was decided to deny the grievance notwithstanding that the job descriptions covering the grievants bore no reference to the activity which precipitated the dispute and the job descriptions of other crafts bore specific reference thereto. I fail to see why the absence of a "Requirement" or "Factor" sheet for Wiremen and the existence of such sheets referring to scaffolding work for Riggers and Carpenters should remove this case from the reasoning in Arbitration Numbers 157 and 158.

There are two other matters that arose in the course of the hearing that deserve comment. First, the Union observed that the Company referred to scaffolding as a "tool" of the Wireman's craft, and that the applicable job description states that the Wireman

> "Uses test instruments, portable power tools, punch press, drill press, power saw, grinders, pipe cutting and threading machines, hydraulic benders, soldering equipment, safety devices, acetylene torch, hand tools, etc."

The Union argues that if scaffolding is a "tool," although not specifically mentioned as such in the Wireman's job description, and the Company is successful in this case, the way is open to require Wiremen to use these and all manner of other tools, in the performance of job duties that clearly, by reason of custom, agreement and prerogative, belong to other crafts.

Second, the Union argues that the language of the awards in Arbitration Numbers 157 and 158 is so broad as to enable the Company to disregard all craft lines, and a decision in this case following the reasoning in those cited cases would confirm that interpretation.

Neither of these conclusions is justified. Insofar as the "tool" argument is concerned, it does not appear that the term "tool" was used in any special technical sense by the Company. The Assistant Superintendent of the Field Forces referred to scaffolding as a "facility we use for doing our work, much the same as a ladder or any other tool, except that here is something that can be erected piecemeal and have a nice place to work off of."

The important feature is the function or service rather than the tool. Many tools are used in common by several crafts. If the Wiremen were directed to erect tubular scaffolding for use by Machinists, for example, this would clearly impinge on the established duties of the Carpenter. This is the feature of this case, as well as of the grievances ruled on in Arbitration Numbers 157 and 158, which the craftsmen seem to be overlooking. The distinguishing factor is not the tool but the service or work in which it is used. As pointed out in the earlier awards, the job descriptions reflect the range of skills and duties which qualified occupations may be called upon to perform and merely illustrate their general class of work. In sustaining Management's right to continue to have Wiremen erect tubular scaffolding to be used solely in connection with <u>their own</u>, more important and more skilled duties, there is a simple realistic recognition of established practice, of practical convenience or operating needs, and in no sense is the door being opened to the possibility that Wiremen will replace Carpenters as a specialized, servicing scaffold-erecting craft.

Apropos of the concern of the Union that a denial of the grievance, on the ground that it falls within the considerations governing Arbitration Numbers 157 and 158 will lead to obliteration of craft lines, two things should be pointed out. The first is the Company's Adjunct to its pre-hearing brief in Arbitration No. 158, in which it was said:

> "They contended [referring to Construction Machinists assembling prefabricated tubular scaffolding as a requirement that they cross craft lines] that this was part of a plan the Company was pursuing to destroy all crafts to the end that all Field Force workmen would be required to do any kind of job they were directed to do.
>
> "We would like to explain to the arbitrator our attitude on this matter just as we did to the Union in the Third Step hearing. The Company has no intention of promiscuously crossing craft lines. We do not think it would be to our advantage nor do we think it would be good business to do so. There is no plan to destroy craft identity.
>
> "The Company believes that jobs will be performed better and employee morale will be best when the right craft is on the right job. In the exercise of the rights vested in it by Article IV the Company has always considered this. No change is contemplated for the future. However, the Company is not prepared to compromise its rights in this matter. In such cases, where a dispute arises, the Agreement will control."

The second is that if and when the Company, despite this expressed intention and understanding, has one craft trespass in anything but its incidental and traditional duties on the work jurisdiction of another craft, in violation of the principles laid down in the relevant arbitration awards, the resulting grievance will be evaluated and ruled on in keeping with these principles, and the work assignments will be kept within their legitimate boundaries as delineated in accordance with the Contract provisions.

In view of the convincing evidence that there has been a long-standing practice to have Wiremen erect tubular scaffolding in connection with the performance of their regular duties, the reasoning in Arbitration Numbers 157 and 158 applies with equal cogency to this case.

AWARD

The grievance is denied.

Dated: April 5, 1957

David L. Cole
Permanent Arbitrator