INLAND STEEL COMPANY	)	
	)	Grievance No. 19-F-27
and	)	Docket No. 270-263-2/3/58
	)	Arbitration No. 260
UNITED STEELWORKERS OF AMERICA	)	
Local Union No. 1010	)	Opinion and Award

Appearances:

For the Union:

Cecil Clifton, International Representative
Fred Gardner, Chairman, Grievance Committee
Joseph Wolanin, Acting Chairman, Grievance Committee
James O'Connor, Grievance Committeeman

For the Company:

William Price, Attorney
William Dillon, Assistant Superintendent, Labor Relations
Jack Stanton, Assistant Superintendent, Labor Relations
R. L. Smith, Superintendent, Wage and Salary Administration
Leroy Mitchell, Divisional Supervisor, Labor Relations
George Melnick, Assistant Superintendent, Field Force

This grievance is one of a number of grievances involving the question whether the Company may assign employees established in one occupation, over their objection, to another occupation, and if so, under what circumstances and conditions. At the outset, for the sake of clarity, it should be observed that there is not involved in this discussion the question of the appropriate rate of pay when an employee is directed, scheduled or notified to report for or take a job in an occupation paying a higher or a lower rate of pay than that applicable to the occupation in which he is established. It is understood and agreed that this is governed by the provisions in Paragraph 118 (Article VI, Section 3).

The instant grievance was filed by "Field Force Machinists" who allege that they

> "* * * are being forced to operate cranes in various areas of the plant. This is not their job and constitutes a violation of the Collective Bargaining Agreement."

The grievants request that

> "* * * this practice of forcing the Field Force Machinists to perform duties that are not a part of their job content be stopped immediately."

Although the difference between the Union's and Company's interpretation of the meaning and effect of the provisions of the Agreement and their respective rights and duties thereunder is sharp and clearly expressed in the record, the facts in the case are meager. It appears that for years, without formal protest, the Company, as its discretion and need dictated, assigned to the operation of cranes, qualified Field Force Machinists, compensating them for such lower rated work at the higher rate they would have received as Machinists. The record does not contain sufficient facts upon which to make findings as to whether these individuals were actually scheduled and notified to report for Craneman's work or whether they were assigned to cranes after reporting for Machinist's work; whether they were regularly assigned to crane duties over a considerable span of time; whether such assignments were for full turns or parts thereof; or whether such assignments were made in cases of emergency or on occasions when there was no work available for the Machinists in their regular occupations. In view of the Union's concessions in the course of the hearing, however, that a) in emergencies (defined by it as occasions when the need for scheduling the work could not reasonably have been foreseen); and b) when no machinist work was available for Machinists, such assignments, under stated conditions might be appropriate, it will be assumed that the grievance does not relate to such circumstances.

The Job Description of the Machinist and the basis of rating in the Job Classification does not refer to the operation of cranes. The case presented does not fall within the factual pattern presented in Arbitration No. 157 in which slings and cranes were operated by Machinists as "tools" in the performance of Machinist's work; in Arbitration No. 158 in which Machinists erected tubular scaffolding in connection with the Machinist's work of assembling a crane; or Arbitration No. 170 in which Wiremen, in pursuance of a long standing practice erected tubular scaffolding in connection with the performance of their regular duties. Although the specific holdings in those cases do not govern that made here, as will be seen below there were considerations presented in Arbitration No. 170 which are of assistance in the analysis of the problems presented by this grievance.

The grievance seems to have been precipitated, not by any particular assignment of Machinists to crane duty, but by the direction of the Company to certain individuals in the Machinist force to report to the Company Clinic to obtain "S" (physical) ratings required for crane operation. This signalled to the individuals involved a Company intention to use them for crane operation, but with what regularity and under what conditions was not made sufficiently clear. It was testified, however, that prior to the "eastward expansion" of the plant, four Machinists had been "regularly assigned" to cranes and that now there are twenty one.

The affirmative side of the Company's case is that Article IV (Paragraph 29) provides that, except as limited by the provisions of the Agreement, the management of the plants and the direction of the working forces are vested exclusively in the Company. The negative side of its position is that nowhere in the Agreement is there any provision which forbids it to assign an employee in one occupation or classification to another occupation or classification; and when this is done there is the requirement that it compensate the employee in accordance with Paragraph 118 (Article VI, Section 3). In this connection it observes that although the last cited provision is not the basic authority for the kind of assignment in dispute here, the provision supports the Company's position by recognition of the fact that there may be cross-occupational assignments, such as are involved in this case, which are to be compensated as set forth therein. Further, the Company stresses the point that there is no reference in this paragraph to its application to emergency situations only, as contended by the Union, or to situations when there is no work available in his regular occupation for the employee to be assigned.

In short, the Company's position is that it is free to make such cross-occupational assignments as it regards as necessary or proper, provided it compensates the employee affected in accordance with the Agreement. It concedes the right of employees to grieve that they have been denied promotional opportunity under Article VII, Section 6 and that the Company has failed to post or fill jobs - but asserts that this is not the complaint voiced in this grievance and this problem is not for adjudication in this case. The only other limitation it is prepared to recognize on its right to assign across occupational lines is the economic one - that it is neither good business nor good administration to pay employees at their customary higher rate for work regularly performed which may be compensated for at a lower rate of pay. This limitation, of course, would be applied only when the Company's own sense of self-restraint suggests that it should be applicable.

The Union points to no single explicit provision of the Agreement but insists that the entire Agreement and the job classification system implicitly support its position. It insists that the Agreement loses meaning if the Company can assign without regard to occupational lines at will. It points to the promotional rights provided for in Article VII, Section 6 and the provisions of Paragraph 127 (Article VI, Section 8) which requires vacancies to be filled in accordance with the Seniority article and if this is not feasible to call out an employee or hold over another employee. In explanation of its position, the Union representative testified that if the services of an employee were needed for one hour's operation of a crane, it was the duty to use a Craneman in the plant; if one were not available, another Craneman could be "called out" and paid for four hours reporting pay; and that it is only if the "emergency" need reasonably could not have been foreseen that the Company might separate a Machinist, qualified to operate a crane, from his regular occupation, to do the work.

The Company answers that the Agreement contains no provisions for this sequence of alternative procedures and finds no authority for the reference to "emergency" in this situation.

The Union also argues that when an employee establishes himself, permanently in a craft occupation, such as Machinist, he has a right to work at it. It claims that the Company is arguing for the power to assign him to non-machinist jobs at will and, if supported in this position, could assign him to such jobs with such frequency and regularity that his skills as Machinist, unused, would deteriorate. Beyond this, the Union argues that a craftsman has a right to work at his trade and the fact that he is paid at Machinist's rates does not compensate him for being denied the opportunity to work at the trade in which he has chosen to perform his services.

Extreme examples were suggested by each of the parties, designed to demonstrate the weakness or absurdity of the other's position. The Union argues that the Company appears to seek to break down or dissolve craft lines. The Company maintains that the Union is seeking to make rigid that flexibility of assignment which it believes was assured by the management rights clause which with regard to this problem is not limited by any other provision cited by the Union in support of its position.

In truth, apart from the management rights clause, none of the provisions referred to deal directly with the problem presented. Article VI, Section 3 prescribes rates when an employee works at an occupation which is rated higher or lower than his own. It does not delineate the circumstances under which it is proper to assign him to such other occupations. Article VII, Section 6 deals with the rights of employees to promotion. It

is a seniority provision directed to the determination of the respective rights of competing individuals to vacancies. Article VI, Section 8 declares a company "policy" to schedule forces adequate for the work to be done and states that when absences occur, the vacancies shall be filled in accordance with Article VII, the seniority Article, or, if this cannot be done, by the Company calling out a replacement or holding over another employee. All of these provisions, and the reporting pay provisions, only tangentially or inferentially touch on the basic problem here: not rates of pay, not promotional rights, but the authority of the Company, without qualification or limitation to assign employees out of their regular occupations for work in another.

The Company is quite correct when it argues that its direction of the working forces is unqualified in the language of the Agreement, "except as limited by the provisions of this Agreement". The Company is on firm grounds when it protests that the absence of any limiting provision enables it to exercise its assignment powers with the degree of authority envisaged by Article IV. This is not to say, however, that the absence of limiting provisions authorizes it to act in an unreasonable manner in the exercise of its power to direct the working forces or any other power reserved in Article IV or other provisions of the Agreement. The lack of provisions directly limiting the Company in making assignments does not free it of this requirement. What may be reasonable or unreasonable will depend on the facts and circumstances. In making a determination at the appropriate time, among the principal considerations will be the established practices of the plant (the interpretation the parties have at least implicitly placed on their agreement) and the motives of Management and the effect on the employees involved.

It is not suggested here, that the Company has exercised its assignment rights capriciously or improperly. As stated above, this case was not presented on the basis of data with respect to the extent, regularity, frequency and character of the assignments made that would justify findings of fact thereon. The argument used by the Company, however, and the responses it made to what its position would be in hypothetical situations propounded, make it desirable, in this opinion to refer, briefly, to the type of action which could be found to be arbitrary (without so holding in this decision). A failure to do so could leave the parties in greater uncertainty and dispute than they were before the arbitration hearing.

Thus, despite the breadth of assignment authority reserved by the Company it would seem that an abuse of that authority might be involved if an employee established in a craft occupation should be regularly scheduled to report for (or if not so scheduled to report, should be regularly assigned to) an occupation such as Craneman the duties of which, although within

his range of skills, are not within the scope of the normal working procedure of his craft job description or occupation. A member of a skilled craft who has been slotted into a craft occupation has a right to exercise his skills in that craft lest they deteriorate with misuse. He is entitled to the recognition of his craft status; and while he enjoys that status he is entitled in the main to task assignments which will not operate to dilute it. Indeed, the Company itself has affirmatively recognized the reasonableness of this view in its defense, in the adjunct to its prehearing brief to the Union's argument in Arbitration No. 170. In its statement, quoted on page 3 of the opinion in that case it said that the Union had contended that the assignment of Construction Machinists to assemble prefabricated tubular scaffolding ignored craft lines was a part of a plan "to destroy all crafts".

In the course of asserting its rights under the Agreement but denying any such plan "to destroy craft identity" the Company stated that it "has no intention of promiscuously crossing craft lines" and asserted its belief that "jobs will be performed better and employee morale will be best when the right craft is on the right job". It would seem that the spirit of this statement has application to assignments of craftsmen to production and operating as well as to other craft jobs.

The integrity of craft status, however, is not threatened by occasional assignments (as needed and, where the circumstances reasonably justify them) to a non-craft occupation, such as Craneman, where the work is within the range of skills of the craftsman. There is no warrant to hold that this might only be done in what the Union terms an "emergency" or where there is no work available for him in his craft occupation. The Agreement does not impose such a limitation and it is not to be found in any other facet of the relationship of the parties, their practices or usages. Indeed, the record indicates that the practice of the past, to the extent that it has been shown, confirms and sanctions such assignments.

The normal expectation that the Company will abide by the spirit of its own declaration quoted from Arbitration No. 170 and the guidance provided by this opinion is fortified by the fact that should the Company fail to abide by Article VII by classifying a job, posting vacancies, accepting bids and promoting employees who unlike the grievants, desire to work such jobs may assert their rights by grieving the Company's action. This will have the effect of filling vacancies to which craftsmen object assignments.

AWARD

This grievance is denied.

Peter Seitz,
Assistant Permanent Arbitrator

Approved:

David L. Cole,
Permanent Arbitrator

Dated: June 30, 1958