

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
Local Union No. 1010

)
) Grievance No. 19-F-29
) Docket No. 271-264-2/3/58
) Grievance No. 19-F-30
) Docket No. 272-265-2/3/58
) Arbitration No. 261

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

These cases are companions to Grievance No. 19-F-27 (I H 270-263-2/3/58) filed by "Field Force Machinists". In these grievances, filed by Field Force Employees a) in 19-F-29 it is alleged that Compressor and Pump Operator, Index No. 79-0620 is not being filled in accordance with the provisions of the Agreement and the relief sought is that the occupation be posted and filled in accordance with Article VII, Section 6; and b) in 19-F-30 it is alleged that the Field Force Machinists and Motor Mechanics are being forced in violation of the Agreement to operate compressors and pumps in various areas of the plant and the relief sought is that "the practice of forcing Field Machinists and Motor Mechanics to perform duties that are not a part of their job content be stopped immediately."

At the time 19-F-29 was filed six Field Force employees (one Machinist, one Machinist-Start., and four Motor Mechanics) were being "normally assigned to the Compressor and Pump Operator occupation." The third step answer of the Company in 19-F-29 and its position as explained at the hearing recognized that "the procedure outlined in Article VII, Section 6 had not been adhered to". The Company stated that it had granted the

grievance, that the occupation had been posted in accordance with Paragraph 150 (Article VII, Section 6) as presenting permanent vacancies to be filled; that 22 employees filed their bids and that six of them were successful therein and are presently filling the occupation.

The controversy, in these related cases in arbitration, centered around two matters: 1) the unrestricted right to make assignments of Field Force employees outside their job descriptions which was asserted by the Company; and 2) despite the posting and filling of the vacancies and the alleged granting of the grievance, whether the Company was or was not continuing the type of assignments objected to.

As to "1)", Arbitration No. 260 deals fully with the question of the propriety of assignments of craft employees to occupations other than those they occupy. There appears to be no need to expand here on what was said in the opinion in that case.

As to "2)", the Company witness testified that the occupation of Compressor and Pump Operator was filled by the six successful applicants who had recently been trained for the job. The Union witness, however, insisted that employees classified as Motor Mechanic or Machinist continue to be assigned to the Compressor and Pump Operator occupation. The Company witness explained that on a job at the Slabbing Mill, in view of the importance of the undertaking and the relative inexperience of the Compressor and Pump Operators assigned, a Motor Mechanic or Machinist is also assigned to care for equipment failures. These individuals, a Company representative said, are "just watching those six pumps for a breakdown and they are also, as I stated, still instructing these people in attaining the proficiency that we want them to attain as Compressor and Pump Operators". The Company witness, in answer to a direct question, stated that the Motor Mechanics on the Slabbing Mill job were actually assigned as Motor Mechanics and not Pump and Compressor Operators. This is disputed by the Union witness who referred to the fact that two individuals, Westcott and Martin, Field Force employees, are assigned to the job. A careful reading of the testimony in this regard, however, reveals no facts that would demonstrate that the Company witness was in error when he stated that Motor Mechanics and Machinists were being assigned to the job in their regular capacities and classifications and not as Compressor and Pump Operators. No testimony was presented by any Field Force employee performing, as alleged by the Union.

Under the circumstance, the Arbitrator does not find himself in a position to make an affirmative finding that Field Force employees are in fact working as Compressor and Pump Operators. This conclusion is necessary, not so much because

credibility is not attached to the testimony presented on behalf of the Union as because there is a lack of proof of the facts claimed and alleged to exist. Accordingly, in this case we do not face the question of whether there has been an unreasonable and improper abuse of the Company's power of assignment of Field Force employees outside their regular occupations, such as was discussed in Arbitration No. 260.

AWARD

The grievances are denied.

Peter Seitz,
Assistant Permanent Arbitrator

Approved:

David L. Cole,
Permanent Arbitrator

Dated: June 30, 1958