INLAND STEEL COMPANY	)
	) Grievance No. 12-F-32
and	) Docket No. IH 223-218-10/9/57
	) Grievance No. 12-F-34
UNITED STEELWORKERS OF AMERICA	) Docket No. IH 225-220-10/9/57
Local Union No. 1010	) Arbitration No. 262

Opinion and Award

Appearances:

For the Company:

W. F. Price, Attorney
W. A. Dillon, Assistant Superintendent, Labor Relations
J. L. Federoff, Divisional Supervisor, Labor Relations
J. J. Mulligan, General Foreman, Galvanizing Lines

For the Union:

Cecil Clifton, International Representative
Fred Gardner, Chairman, Grievance Committee
Joseph Wolanin, Acting Chairman, Grievance Committee
C. C. Crawford, Grievance Committeeman

These two grievances involve the operation of an auxiliary crane in the Galvanizing Department.

In 12-F-32 it is alleged that

> "The tractor operators on the Galvanize Con't. /continuous/ Lines are being forced to operate cranes in the department. This is not their job and constitutes a violation of the agreement."

The relief sought is that "the practice of forcing tractor operators to perform duties that are not part of their job content be stopped immediately."

In 12-F-34 it was alleged by R. Burcham, who was a Stocker in the Galvanizing Department, that he

> "* * * is being forced to go in the Crane. * * * This is not their job and constitutes a violation of the Agreement."

In this grievance, similarly it is requested that "this practice of forcing the Stockers to perform duties that are not part of their job content be stopped immediately."

The position of the Union, advanced at the hearing, went beyond the requests for relief made in the grievance notices. Presumably, this was grounded in reliance upon Article V, Section 6 (Description and Classification of New or Changed Jobs) in such grievance notices. The Union asserted 1) that the assignments were improper, under the Agreement; and 2) if held not to be improper, the jobs should be redescribed and reclassified.

The facts revealed by the record are meager in the extreme. Such as they are, they were supplied almost entirely by the Company which itself concedes that it has no record data of the frequency or regularity of the assignments. No grievant or other incumbent of the occupations under consideration testified as to the facts. In large part the Arbitrator has had to rely upon unsupported statements and allegations as to what took place.

The job description of Stocking Craneman (55-2029) contains the following "typical duty";

> "Occasionally operates various cranes in continuous galvanizing area to assist maintenance and operating forces in any way possible on all breakdown or scheduled maintenance; * * *"

Originally they were called upon to operate certain auxiliary cranes for miscellaneous purposes such as unloading incoming material or making a move for mechanical personnel or for assisting in making chemical roll changes. Then after Continuous Galvanizing Lines No. 2 and then Number 3 were installed, it became evident that the press of duties of these Stocking Cranemen relating to line operation would not permit them to perform this work which was then assigned, as needed, to tractor operators, stockers or pilers in the galvanizing unit qualified to operate the auxiliary cranes. The best information available in the record is that this practice was initiated on July 1, 1954 at about which time a new job "account number", viz. 55-2030 was inaugurated for the operation of the auxiliary cranes in the performance of this miscellaneous work by other than Stocking Craneman. Notice was given to the Union of this action by a certain sheet dated July 1, 1954 (Company Exhibit A-1) which shows both account numbers for the job title Stocking Craneman in Job Class 7 at a standard hourly base rate of $1.870, but also shows for account number 55-2029

an incentive base of $1.870 and approximate total earnings of $2.055. No similar incentive entry was made for the non-incentive job identified as Account No. 55-2030.

The facts, as developed with respect to 12-F-32 are that Tractor Operators whose job description and classification reflect no crane duties, were requested, as needed, since July, 1954, to operate the auxiliary cranes for miscellaneous purposes. The Company asserts that they were not so assigned on every turn; that for chemical roll changes they would be assigned twice a week for about two hours on the 6A and the 15B cranes; that for "other than chemical roll changes" the assignment might occur once a week; that for assistance to millwrights the crane assignments "averages about once every two weeks". Apparently, the operation of the auxiliary cranes by tractor operators covers a span, on each operation, normally, of about 10 minutes to 30 minutes, although on some occasions it could and did consume several hours.

In 12-F-34 the grievance filed by Burcham, a Stocker, alone, the only facts available are that on June 29, 1957 he operated a crane for approximately 10 minutes for the purpose of unloading a truck of material to be stored opposite the No. 3 Galvanizing Line. If other Stockers performed services similar to those described above, performed by Tractor Operators, which seems likely in some degree, from the Company's presentation, it would be necessary to assume this, for there is no direct evidence in the record on the point.

The authority of the Company to make the kind of assignments challenged here is discussed at some length in Arbitration No. 260 and the analysis set forth in the opinion in that case need not be repeated. Suffice to say that the "direction of the working forces" reserved in Article IV is not expressly limited or conditioned by any other provision of the Agreement in such a way as to prohibit the Company from assigning these grievants to occasional tasks on the auxiliary cranes, so long as they are compensated as required by Article VI, Section 3 (Paragraph 118). The fact that an employee is an incumbent of an occupation classified pursuant to the Wage Rate Inequity Program, does not in itself guarantee him that the eight hours he spends at work in a day will be exclusively devoted to the typical duties of that occupation as set forth in the applicable job description. Job descriptions portray the general content of occupations in order that they may be identified and classified in their proper relation. A job description, by itself, does not establish or confer upon an employee a right not to perform work outside its scope. Some agreements so provide; the applicable agreement here does not.

As indicated in Arbitration No. 260 however, it is possible to conceive of cases in which the Company's authority to direct or assign may be in abuse of the relationship as established by the Agreement and an unreasonable interpretation and application of the system of job description and classification contemplated by the Wage Rate Inequity Agreement. In a proper case, and on the presentation of facts on which such abuse or unreasonable action is shown, it is the duty of the Arbitrator to right any wrong that may have been done. In the instant case there are no facts which would justify such a conclusion. Indeed, the Union's argument was based on the theory that the assignment, per se, was improper.

We come now to the Union's argument that if the assignment were not improper for the Company to make, then there should be ordered a redescription and reclassification of the occupations of Tractor Operator and Stocker to take account of their crane activities.

As indicated in a number of arbitration awards between these parties, Article V, Section 4 (Paragraph 50) provides that all job descriptions and classifications developed and put into effect pursuant to the Wage Rate Inequity Agreement and collective bargaining agreements since June 30, 1957 which were in effect on August 5, 1956

> "shall remain in effect for the life of this Agreement, except as changed by mutual agreement or pursuant to the provisions of Section 6 of this Article."

Section 6, (Paragraph 60) in turn, provides that when the Company changes the job content of an existing job

> "so as to change the classification of such job"

a new job description and classification shall be established in accordance with the procedure prescribed.

Those changes, the occurrence of which might necessitate a redescription and reclassification, it should be emphasized, are changes in "job content". This requires investigation of whether the job content of Tractor Operator and Stocker have been changed by virtue of the crane activities. That the activities of Christopher and Suggs (two of the four Tractor Operators at the time the grievance was filed) as <u>individuals</u> were different from the activities of Tractor Operators before July 1, 1954 when the Company begain assigning them to auxiliary cranes, seems to be clear. But the inquiry, of necessity, must be as to changes, not as to the activities of an individual, but a <u>job</u>, an occupation.

Of the four Tractor Operators, three seem to be qualified to operate cranes, two have waivers on crane operation and only two, in fact, have been assigned to crane operation. A search of the record reveals no indication that the Company had ever regarded or insisted upon qualification for crane operation or the acceptance of crane assignments as a condition of filling the job of Tractor Operator or Stocker. P. White and C. Johnson, Tractor Operators, are said to have waived crane assignments. This is more consistent with the theory that operation of the crane is an occupation separate and distinct from Tractor Operator to which a Tractor Operator could "step up to fill a vacancy" (Paragraph 151) than with the Union's theory that operation of the auxiliary cranes has become part and parcel of the occupation of Tractor Operator. One does not waive one of the duties of one's own occupation, but of another occupation. Furthermore, it is of interest that their waivers were accepted by the Company and not rejected as having been entered "indiscriminately and without good and valid cause". (Paragraph 151).

With respect to the Stocker, as to whom there is a dearth of evidence concerning the extent, nature and frequency of crane assignments, similar conclusions must be drawn.

The arguments in this case ranged widely and touched on many possible fact situations and upon possible interpretations of great importance to the parties. It would be unfortunate if the discussion and the award in this case, based as it is on the absence of facts in evidence to support the Union's thesis, should be interpreted as a denial of its merits in an appropriate fact situation. Thus, it seems desirable to observe that in a hypothetical case, if it should be shown that the job content of an occupation or classification has been changed (as provided in Article VI, Section 5) by the Company now requiring the incumbents of the changed job to qualify themselves for types of work which they did not have to perform heretofore, or by assigning them with such frequency and regularity to such new tasks to the extent that such tasks became an integral and typical part of the job content of the occupation, a substantial problem would be presented. It might then be said that the out-of-classification assignments have been absorbed into the normal and typical duties of the employee's occupation requiring that they be reflected in the description and the classification of the job. No such factual basis for decision is presented here.

In conclusion, an observation should be made concerning the Union's argument based on the Company witness' testimony, on cross-examination, that if the grievants refused an assignment to the auxiliary cranes, they would be disciplined. The Union argued that this tended to show that crane operation was a part of the job content and a duty of Tractor Operator and,

accordingly, should be represented in the job description and reflected in the classification. This argument, however, was made against the background of the Union's theory that the assignment was unauthorized and inappropriate, and the witness' belief to the contrary. If the assignment, as is held here, is appropriate, a refusal to accept it and perform, depending on circumstances, might justify discipline. Accordingly, whether disciplinary measures would or would not be taken, logically, could make no difference in this case. In any event, there is no evidence that any Tractor Operators or Stockers have refused to operate the auxiliary cranes or that they have been disciplined therefor. Accordingly, the testimony referred to has no materiality with respect to the question presented.

AWARD

These grievances are denied.

Peter Seitz,
Assistant Permanent Arbitrator

Approved:

David L. Cole,
Permanent Arbitrator

Dated: June 30, 1958