

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
Local Union 1010

Grievance No. 20-F-47
Appeal No. 61
Arbitration No. 369

Opinion and Award

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations Department
M. Schillo, Assistant Superintendent, Stores and Refractories Department
A. Anderson, Divisional Supervisor, Labor Relations Department
D. Gott, Job Analyst, Industrial Engineering Department
C. Sanders, General Foreman, Operational Trucking Department
J. Decker, General Foreman, Mechanical Trucking Department

For the Union:

Cecil Clifton, International Representative
Dun Black, Chairman, Grievance Committee
Joe York, Witness
E. Dominguez, Witness
James Balanoff, Griever, Group #20

This was not 8 hours.

The complaint of these grievants is that they are being required to perform work which is not within the job description of their classification, and they request that the Company be directed to refrain from assigning such work to them.

The two grievants are truck drivers, and they assert that Management violated Article V, Section 4, when it ordered them to wash trucks, because such work is not mentioned in their job description and has never been done by them in the past. The cited contract provision is as follows:

"All job descriptions and job classifications developed and put into effect pursuant to the Wage Rate Inequity Agreement of June 30, 1947, the Supplemental Agreement relating to Mechanical and Maintenance Occupations, dated August 4, 1949, and prior collective bargaining agreements between the parties since June 30, 1947, which were in effect on the date hereof, 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."

The parties disagree as to whether truck drivers have washed trucks in the past. Supervisors who were formerly employees in the Stores Department or in the Garage Unit testified that truck washing was always one of the incidental duties of this job. Union witnesses denied this, although they agreed that truck drivers do dust and clean their trucks and cabs and wash the windshields in order to have an agreeable work environment. The grievants in this case were ordered to wash trucks on occasions when their equipment was undergoing repairs and they had no other duties to perform.

This case turns on the nature of job descriptions. Does a provision like that quoted above mean that only the specified tasks may be assigned, or to what extent may they be varied or added to, in view of Management's reserved right, in Article IV, to direct the working forces?

It is idle to question Management's right to change the job content, or to assign employees to work even not within their occupation. Article V, Section 6, sets forth the procedure to follow, in terms of the proper classification, when the "Company at its discretion establishes a new job or changes the job content of an existing job." Article VI, Section 3, contains provisions for adjusting an employee's rate of pay when he is directed by the Company to work in an occupation paying either a higher or lower rate than that of the occupation for which he was scheduled.

No other job description specifically mentions the washing of trucks. In the job description of Handyman and Hostler, the task of washing company cars is stipulated. This is a job class 9 occupation as compared with job class 11 for the truck drivers. It does not appear, therefore, that a complaint could be sustained that grievants are being required to perform work of a higher paying classification without proper remuneration. By the same token, the assignment of such work would not warrant consideration of reclassification under Article V, Section 6. If the assignment of these washing duties overburdened the truck drivers they could properly raise the question under the contract provisions relating to the assignment of adequate forces.

But grievants go much further. They question Management's right to assign such work to them at all. In this position they are on weak ground, under the contract provisions. It is clearly anticipated in the agreement that the Company has latitude in determining what work they shall be required to perform. In certain circumstances this may call for more pay or for reclassification, or perhaps to a sustainable complaint that Management is overburdening them by not providing adequate forces. None of these claims are present in this case.

Factually, there is a good deal of question whether truck drivers have not in the past washed trucks as part of their work. They admit that they clean their trucks and wash the windshields, yet there is no mention of such duties in the job description, either. Presumably, this has been done under the catch-all work procedure:

"Performs other traditional duties as required by emergencies or duties too minor in extent to require detailed description."

The trucks in question work within the plant premises, and evidently the total amount of washing is nominal. Some people in the department say there has been truck washing over the years, and some, particularly the grievants, say there was none for a long time until the occasion of this grievance. This certainly would seem to place this work at most in the category of minor duties for the truck drivers, and it would then be covered by the job description.

In any event, it must be realized, as has been pointed out in prior awards, and as seems generally to be understood by all parties, that the purpose of job descriptions is mainly to establish the proper levels of the various occupations within the wage structure, and to identify the nature of the job. They are not restrictions on Management's right to direct the working forces, except under special circumstances, although certain other results, as above indicated, may flow from the changes made in job content or workload when duties are added or changed. The observations in Arbitration 262, and in other awards there cited, are relevant to this point and need not be repeated.

AWARD

This grievance is denied.

Dated: November 7, 1960

/s/ David L. Cole

David L. Cole
Permanent Arbitrator