

IN THE MATTER OF ARBITRATION BETWEEN:

INLAND STEEL COMPANY

- and the -

UNITED STEELWORKERS OF AMERICA,

Local Union No. 1010

ARBITRATION AWARD NO. 439

Grievance No. 1-G-43

Appeal No. 303

PETER M. KELLIHER  
Impartial Arbitrator

APPEARANCES:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations  
H. S. Onoda, Labor Relations Representative, Labor Relations  
A. K. Lackovitch, Dock Foreman, Blast Furnace

For the Union:

Cecil Clifton, International Representative  
Al Garza, Secretary, Grievance Committee  
Alexander Bailey, Griever  
E. Augustine, Assistant Griever  
C. Tucker, Aggrieved

STATEMENT

Pursuant to notice a hearing was held in Gary, Indiana, on August 14, 1961.

THE ISSUE

The grievance reads:

"The aggrieved, C. Tucker, contends that the duties of removing hatch covers from barges do not exist in his job description.

That these duties be performed by the proper people."

DISCUSSION AND DECISION

The dock Millwright 2nd Class is required to perform the hooking work in connection with removing hatch covers. The evidence is that except for the barges used in transferring stockpiled ore that the

barges of "Chillean Lump" have averaged about ten per month. Each barge has on the average eight to ten hatch covers. It requires from approximately twenty minutes to two hours to remove a cover. Only two out of three barges have covers. The employee here involved is required to hook cables to lugs or rings and they are pulled by a mobile crane, bulldozer, or the grab bucket of the ore bridge. The job description for Dock Millwright 2nd Class in the Statement of Working Procedure does refer to "hooking up parts". Article III, Section 1 of the Manual dated January 4, 1960 provides that the job descriptions "reflect the range of skills and duties" which a properly qualified workman may be called upon to perform. It is further stated that these "job descriptions" are for the purpose of "illustrating" the general class of work to be performed by the employee classified in the respective occupations.

It is well understood that no job description can detail all of the job content. The purpose of a job description is to establish a level for an occupation within a wage structure and to identify the nature of the job. An attempt is made to list only the "general" content. Particularly with reference to Maintenance occupations, it is not feasible to attempt to list all of the varied work that is covered. It is for this reason that only the "range of skills and duties" are indicated. These job descriptions serve only to "illustrate" the "general class of work". This is a clear recognition by the Parties that the occupants of these jobs are to perform work that is not specifically detailed in the job description.

The prior arbitration awards cited clearly recognize these principles. In Arbitration No. 260, a grievance was filed by the "Field Force Machinists" complaining that they are being forced to operate cranes. The facts set forth in that case show that there was no reference to the operation of cranes in the job description of the Machinists. The Machinists in that case, like the 2nd Class Dock Millwrights in the present case, were covered by the same Manual. The Arbitrator there stated:

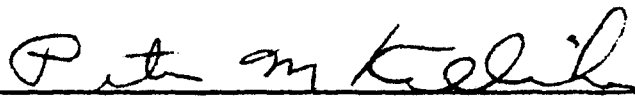
"The integrity of craft status, however, is not threatened by occasional assignments (as needed and, where the circumstances reasonably justify them) to a non-craft occupation, such as Craneman, where the work is within the range of skills of the craftsman. There is no warrant to hold that this might 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."

This Arbitrator, however, must find that the Company is not regularly assigning the Grievant to this work of removing hatch covers. The evidence would indicate that assignments are only of an occasional nature. Certainly, this hooking work is within the "range of skills of the employees in this job classification". The Arbitrator is unable to find any limitation of the Company's right to make this type of an assignment. Because production jobs were described at a different time and in a separate document from Maintenance jobs, it is not in itself controlling. The records do show that in the Rolling Mills Maintenance Men do assist in removing cobbles. This is certainly production work. They also assist in removing pile-ups of slabs. The record shows that at times references are made to this work of assisting and at other times no reference appears in the job description.

This Arbitrator cannot find that a universal past practice exists that Maintenance Men will do no work that assists in production. The Union is not here requesting a new job description. The Company has not in its discretion attempted to establish a new job to cover this work. One of the goals of the job evaluation program was to limit the number of jobs. Certainly, if this type of work increased in amount and in regularity, the Company would have every incentive to establish a new job, because it is not disputed that such work would evaluate out at a far lower level than job Class 12. The work then could be performed at a substantially lower rate than that received by the 2nd Class Dock Millwrights.

AWARD

The grievance is denied.

  
Peter M. Kelliher

Dated At Chicago, Illinois

this 3 day of September 1961.