

In the Matter of Arbitration Between:

ARBITRATION AWARD NO. 470

INLAND STEEL COMPANY

- and -

UNITED STEELWORKERS OF AMERICA,
Local Union No. 1010

Grievance No. 1-G-85

Appeal No. 461

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations
R. H. Ayers, Assistant Superintendent, Labor Relations
T. J. Peters, Divisional Supervisor, Labor Relations
H. S. Onoda, Labor Relations Representative, Labor Relations
Frank Kik, General Foreman, Iron Production
E. W. O'Connell, Industrial Engineer, Industrial Engineering

For the Union:

Cecil Clifton, International Representative
Alexander Bailey, Grievance Committeeman, Plant #2
John Gothelf, Grievance Committeeman, Plant #3
Al Garza, Secretary, Grievance Committee

STATEMENT

Pursuant to notice a hearing was held in Gary, Indiana, on
January 9, 1962.

THE ISSUE

The grievance reads:

"The Coke Transfer Operators allege that they are being
required to perform duties that are not a part of their
description and classification, and not a part of the
existing past practices.

They contend they are being assigned extra work in
cleaning platforms, cleaning off cars on the highline,
sweeping the walkways, and various other tasks.

1. That they be given job assignments consistent to
their description and classification or a new and

higher classification be assigned to the job.

2. They be given the benefit of all existing past practices.

DISCUSSION AND DECISION

When at about the same time as indicated by the dates on the forms the job descriptions and classifications were prepared for the occupation of Coke Transfer Car Operator and Highline Unloader Second Class, the Parties were aware of the functions and the delineation of duties that necessarily had to be performed for the operations in this area. The overall operation has not been changed. The job description of the Unloader clearly provides that he must clean "walkways" and "platforms". It is evident that with reference to the factors of PHYSICAL STRENGTH and PHYSICAL EXERTION that he has a higher rating than the Coke Transfer Car Operator. While the Coke Transfer Car Operator is required to "clean car", there is, unlike in the case of the Unloader, no reference in his description to cleaning "walkways" and "platforms". The Company, through the new General Foreman in this area, did direct the Operators to regularly perform the work of cleaning the platforms and the walkway areas along the track. Never in the past has a Coke Transfer Car Operator been required to get off the car which he operates between loading station and bins and go on the ground level and do cleaning work. The Foreman indicated that the reason that he requested these men to take on this additional regular duty was because they had time to perform this work while they were waiting. The job classification does contemplate that they do have a certain amount of "waiting" time.

The work here involved cannot be considered an emergency type of work like a "spill" where employees in numerous classifications are properly called upon to help. It likewise cannot come within the category of a duty that is too minor in extent to require detailed description because actually this type of work is fully described and clearly understood by reading both job descriptions and classifications which were prepared at about the same time. Certainly the Car Operator is required to clean up in his work area. His work area, however, has always been understood as being limited to the car. Once this employee would be required to get off the car and perform work on the walkways along the track, then an indefinite and unintended situation would exist as to the extent of this type of clean-up work and the breadth of the area covered. This does not represent a case of merely an occasional assignment on a temporary basis to work in another job classification. It was contemplated that this would become a regular duty of the Car Operator.

Management does have a clear right to change job descriptions and classifications, but it must comply with the procedures set forth in Article V, Section 6, of the Contract in the absence of mutual agreement. Management has not issued a new job description in this case. It undoubtedly is true that the amount of work now being required is of a limited nature. There can, however, be no question that this represents a different type and area of work than that contemplated in the present job description. Clearly if a highly skilled craftsman or an operator of a locomotive were required to regularly perform labor work or vice versa, even though it might amount to a limited amount of time, it could bring about a change in the evaluation of the job.

This Arbitrator is not here called upon to evaluate the work as it presently exists. It may well be that there will be no change in the total point value as a result of this change in the job description. This is a matter that can only be determined once the job description is prepared. The weight of the evidence does not show that the Grievants have been sent to the Stock House to do "clean-up" work.

AWARD

As per the above findings. The grievance is sustained.



Peter M. Kelliher

Dated at Chicago, Illinois
this 5th day of March 1962.