

Award # 47

Opinion and Award of
Arbitration between

INLAND STEEL COMPANY,
East Chicago, Ind.

and

CIO LOCAL UNION #1010
United Steelworkers of America

March 24, 1951

Opinion by the Arbitrator:

A grievance, numbered 14-C-6, filed by Mr. Peter Calacci reads as follows:

"The Inland Steel Company was in violation of Article 5, Section 7, of the Agreement when Mr. Peter Calacci was unloading cars on the 12-8 turn, December 4, 1947, that he was paid the rate of Scarfing Hooker and not Hot Steel Hooker."

It is understood that all channels covered in the Contract were used by the Company and Union to secure a settlement of this grievance and that they were unable to do so.

Under terms of the existing Agreement, both parties then notified the United States Conciliation Service to submit a list of seven (7) recognized Arbitrators (Industrial Engineers). This was complied with by the Service, and both the Union and Company then struck three (3) names from the list of seven (7), and on February 13, 1951, George W. Roseberry was advised that he had been selected as the neutral Arbitrator.

A hearing was held at the Indiana Harbor Works Plant of the Inland Steel Company, East Chicago, Indiana, March 8, 1951, at which time the following parties were afforded full opportunity for the presentation of evidence and examination and cross-examination of all witnesses:

For the Company, present were: H. C. Lieberum, Assistant to Superintendent Labor Relations; T. G. Cure, Division Supervisor, Labor Relations; A. W. Grunstrom, Industrial Engineer; James Kiser, General Foreman, Slab Yard "44 & 76"; John Stanton, Division Supervisor, Labor Relations; and John Sharp, Turn Foreman, Slab Yard "44 & 76".

For the Union, present were: Joseph B. Jeneske, International Representative; Peter Calacci, Grievance Committeeman; Joe Wolanin and August Sladcik, Grievance Committeemen.

Article 5, Section 7, of the Collective Bargaining Agreement reads as follows:

"No basis shall exist for an employee, whether paid on an incentive or non-incentive basis, to allege that a wage rate inequity exists, and no grievance on behalf of any employee alleging a wage rate inequity shall be filed or processed during the life of this Agreement. This does not preclude an employee from filing a grievance alleging that he is performing and meeting the requirements of a given job class - but is not receiving the established rate for that job class."

It is therefore established that no wage rate inequity existed in the processing of the grievance and that the only question in dispute is whether Peter Calacci was paid in the correct job classification for work performed on the 12-8 turn, December 4, 1947.

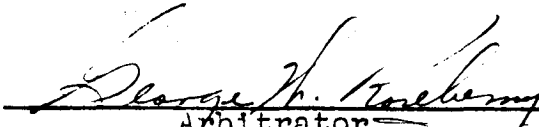
The Company's evidence, including a prepared brief and approved job descriptions, shows that Peter Calacci was working a limited duty of unloading cold slabs from cars, and that no description had been developed or evaluated for this work, which is only one part of at least five (5) jobs, and that he was paid on the Scarfing Hooker classification, as this was the one that best fitted the type of work being performed by Calacci.

The Company also showed a comparison of factors that make up the two (2) jobs in question, namely - Scarfing Hooker and Hot Steel Hooker.

The Union's evidence, submitted by Mr. Jeneske, Mr. Calacci, Mr. Wolanin, and Mr. Sladcik, stated that Mr. Calacci performed the work of a Hot Steel Hooker, and that the work he (Calacci) did was part of this classification (Hot Steel Hooker) and not Scarfing Hooker.

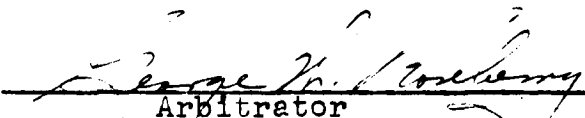
It was also brought out by the Union that the Job Classifications and Evaluations were not correct, but this is not the question to be decided, as both Job Classifications and Evaluations were approved by the Company and Union.

The Arbitrator's opinion is based on the evidence submitted by the Company and Union - and after a thorough study of all Classifications and evidence submitted. Mr. Calacci only worked one part of the job, and based on approved Job Descriptions by both Company and Union, it is apparent that Mr. Calacci, while unloading cold slabs and paid the rate of Scarfing Hooker, was classified correctly. The Job Classification for Hot Steel Hooker clearly states that Hot and Cold Slabs are hooked up and that the Scarfing Hooker Classification does not include Hot Slabs, and it is therefore the opinion that the most correct Job Classification was used.


Arbitrator

A W A R D

It is therefore the award of the Arbitrator that the grievance, numbered 14-C-6, filed by Mr. Peter Calacci, stating that the Inland Steel Company was in violation of Article 5, Section 7, of the Agreement when he (Calacci) was unloading cars on the 12-8 turn, December 4, 1947, and paid the rate of Scarfing Hooker and not the rate of Hot Steel Hooker, is hereby denied.


Arbitrator