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INLAND STEEL COMPANY  
AND  
UNITED STEEL WORKERS OF AMERICA,  
LOCAL UNION NO. 1010

GRIEVANCE NO. 13-D-4

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AND  
UNITED STEEL WORKERS OF AMERICA, LOCAL UNION NO. 1010

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DECISION OF ARBITRATOR

INTRODUCTION

The Management of the Indiana Harbor Works of the Inland Steel Company and Local Union 1010 of the United Steel Workers of America, CIO, having been unable to settle the above numbered grievance, in accordance with Step Number 4 under Section 2, Article VIII, of the Agreement between the Company and the Union, dated July 30, 1952, the matter was submitted to the undersigned, as arbitrator, on Monday, April 6, 1953.

The hearing was held in the Labor Relations Meeting Room, Plant No. 1, Clock House of the Indiana Harbor Works of the Inland Steel Company in East Chicago, Indiana, with  
Mr. W. T. Hensey, Jr., Assistant Superintendent of Labor Relations  
Mr. W. H. Mulflur, Assistant Superintendent, 76" Hot Strip Mill  
Mr. R. L. Smith, Assistant Superintendent, Industrial Engineering Dept.  
Mr. A. W. Grunstrom, Senior Wage Analyst  
Mr. D. Dillman, Job Analyst  
representing the Company, and  
Mr. Joseph Jeneske, International Representative,  
representing the Union.

ISSUE

The question to be decided in the subject case was whether or not the Company was in Violation of Article V, Section 6, of the Collective Bargaining Agreement, dated July 30, 1952, when it denied the revision of the Job Description and Classification for the occupation of Plate Oiler Piler in the 76" Hot Strip Mill.

Article V, Section 6, of the agreement reads as follows:

Description and Classification of New or Changed Job.

The job description and classification for each job as agreed upon under the provisions of the Wage Rate Inequity Agreement of June 30, 1947, and the Supplemental Agreement relating to Mechanical

and Maintenance Occupations, dated August 4, 1949, shall continue in effect unless (1) the Company changes the job content (requirements of the job as to training, skill, responsibility, effort or working conditions) so as to change the classification of such job under the Standard Base Rate Wage Scale or (2) the description and classification is changed by mutual agreement between the Company and the Union.

When and if, from time to time, the Company at its discretion establishes a new job or changes the job content of an existing job (requirements of the job as to training, skill, responsibility, effort or working conditions) so as to change the classification of such job under the Standard Base Rate Wage Scale, a new job description and classification for the new or changed job shall be established in accordance with the following procedure:

- A. The Company will develop a description and classification of the job in accordance with the provisions of the aforesaid Wage Rate Inequity Agreement.
- B. The proposed description and classification will be submitted to the grievance committee of the Union for approval.
- C. If the Company and the grievance committee are unable to agree upon the description and classification, the Company may, after thirty (30) days from the date of such submission, install the proposed classification and such description and classification shall apply in accordance with the provisions of the aforesaid Wage Rate Inequity Agreement, subject to the provisions of sub-paragraph D below.
- D. The employee or employees affected may at any time within thirty (30) days from the date such classification is installed, file a grievance alleging that the job is improperly classified under the procedures of the aforesaid Wage Rate Inequity Agreement. Such grievance shall be processed under the grievance procedure set forth in Article VIII of this Agreement and Section 9 of this Article. If the grievance be submitted to arbitration, the arbitrator shall decide the question of conformity to the provisions of the aforesaid Wage Rate Inequity Agreement, and the decision of the arbitrator shall be effective as of the date when the disputed job description and classification was put into effect.
- E. In the event the Company does not develop a new description and classification, the employee or employees affected may process a grievance under the grievance procedure set forth in Article VIII of this agreement and Section 9 of this Article requesting that a Job Description and Classification be developed and installed in accordance with the applicable provisions of the aforesaid Wage Rate Inequity Agreement and if processed to arbitration the decision of the arbitrator shall be effective as of the date the new description and classification should have been put into effect.

**FACTS**

In the light of the awards on two similar cases only recently closed, the Union withdrew its case and asked that the Arbitrator make a statement indicating the Union's withdrawal of its contention and sustaining the Company in its last answer to the grievance.

**AWARD**

The Union having withdrawn its case in the above grievance, I sustain the Company in its answer to the grievance as stated in Step #3.

*S. J. Fecht* 4/24/53  
S. J. FECHT, ARBITRATOR