

INLAND STEEL COMPANY

-and-

UNITED STEEL WORKERS
OF AMERICA
Local Union 1010

ARBITRATION AWARD No. 355

Appeal No. 32
Grievance No. 13-F-50

PETER M. KELLIHER
Arbitrator

APPEARANCES:

FOR THE COMPANY:

MR. W. A. DILLON, Assistant Superintendent, Labor
Relations Department
MR. L. E. DAVIDSON, Assistant Superintendent, Labor
Relations Department
MR. R. L. SMITH, Superintendent, Wage and Salary
Department
MR. H. S. ONODA, Labor Relations Representative, Labor
Relations Department
MR. R. WILSON, Assistant Superintendent, 76" Hot
Strip Department
MR. J. HOLLIS, General Electrical Foreman, 76" Hot
Strip Department
MR. T. TIKALSKY, Divisional Supervisor, Labor Relations
MR. D. DILIMAN, Analyst, Wage and Salary Department
MR. D. GOTT, Analyst, Wage and Salary Department

FOR THE UNION:

MR. CECIL CLIFTON, International Representative
MR. FRED GARDNER, Chairman, Grievance Committee
MR. JOSEPH WOLANIN, Secretary, Grievance Committee
MR. F. MATASAR, Steward and Aggrieved
MR. H. LOPEZ, Grievance Committeeman
MR. J. PATROHOY, Aggrieved

THE ISSUE

The grievance reads:

"The Company has unilaterally deleted the occupation of Finishing End Motor Inspector, Index No. 76-2010, and Plate Finishing Motor Inspector, Index No. 76-2014, from the agreed upon occupation in the bargaining unit and has replaced these two (2) occupations with one (1) new description and classification called Motor Inspector, Index No. 76-2010."

Relief sought:

"Request the Company place these two (2) descriptions and classifications back as they existed prior to the change made by the Company; also place the aggrieved upon their correct occupations."

DISCUSSION AND DECISION

The Company made certain additions to the equipment and to the area, particularly the No. 2 Slab Yard. Management then consolidated the descriptions of the Finishing End Motor Inspector occupation and the Plate Finishing Motor Inspector occupation into a single occupation designated as Motor Inspector.

The descriptions and classifications of the two separate jobs were in effect under this contract and were to remain in effect under Article V, Section 4 unless certain specified conditions came into existence under Section 6. The alleged "changes" in the "job content" of the existing jobs relied upon by the Company were not such as to "change the classification" of the jobs, i.e. both remain in Job Class 15. The changes, therefore, do not meet the criteria set forth in this provision.

There is no question that this type of consolidation could have been done at the time of the negotiation of the Wage Rate Inequity Agreement and the M and M Agreement. The Company testimony, however, is that it "could not get the Union to agree on this". (Tr 97) This matter was not then taken by Management through the Arbitration procedure contractually provided at that time. The record shows that as of the present there are several other jobs which, like the two existing jobs here considered have substantially similar job contents. The mere enlargement of area or the addition of equipment per se does not meet the conditions of Section 6. Mechanical and Maintenance jobs, just like production jobs, are subject to the test of Section 6.

In the interest of a stable relationship and the protection of seniority rights, this Arbitrator cannot now reconstruct the situation that Management feels the parties should have agreed to in 1947 and 1949, the years both when the two existing jobs came into existence and the above-referred-to supplemental agreements were negotiated. He is at this time barred from doing so under the unambiguous language of Article V, Sections 4 and 6.

AWARD

The grievance is sustained.

(signed) Peter M. Kelliher

PETER M. KELLIHER

Dated at Chicago, Illinois
this 25th day of August, 1960