

In the Matter of Arbitration Between:

THE INLAND STEEL COMPANY

- and -

UNITED STEELWORKERS OF AMERICA,
Local Union No. 1010

ARBITRATION AWARD NO. 391

Grievance No. 18-F=47

Appeal No. 135

Peter M. Kelliher
Impartial Arbitrator

APPEARANCES:

For the Company:

W. A. Dillon, Asst. Superintendent, Labor Relations
R. J. Stanton, Asst. Superintendent, Labor Relations
Harry Hochstetter, General Foreman, Car Repair
F. L. Corban, Asst. Superintendent, Yard Department

For the Union:

Cecil Clifton, International Representative
Al Garza, Secretary, Grievance Committee
Peter Calacci, President, Local No. 1010
Martin Connelly, Witness
Fred Beyler, Witness
Clarence Bullock, Grievance Committeeman

STATEMENT

A hearing was held in Gary, Indiana on January 9, 1961.

THE ISSUE

The grievance reads:

"The job description of Mobile Craneman, Index No. 30-0126, is unacceptable because this classification already appears in its proper sequence in the Yard Department.

The Company abide by using proper sequences."

DISCUSSION AND DECISION

The Company purchased a new twelve-ton Coles Mobile Crane for the Car Repair Shop which is a subdivision of the Mechanical Department. A new job entitled Mobile Craneman in Job Classification 10, Index No. 30-0126, was created. Prior to the purchase of the new Cole Crane, the Car Repair Shop leased a locomotive crane from the Yard Department.

The Union asserted in this case that there was an understanding reached in 1956 that employees in the Mobile Equipment Sequence in the Yard Department would perform this work in the Car Repair Shop. This Arbitrator in Award No. 364 was unable to determine that the evidence warranted a finding that the Company did enter into such an understanding. While it is apparent that the Company discussed this matter with the Union, certainly no written agreement has been presented in evidence and the Company denies that any oral agreement was made.

The uncontroverted testimony is that the Parties in practice have conceived of a job as referring to a "designated work station for one or more employees within a single subdivision of a department". Clearly in this case the job of Mobile Craneman established in the Car Repair Shop is at a specific and designated work station within a subdivision of the Mechanical Department. While it may be true that there is some similarity in the equipment and in the

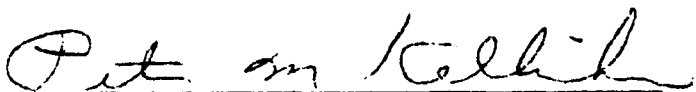
operations to be performed to that described under other Mobile Craneman descriptions, this alone is not controlling. There are Mobile Cranemen occupations in several other departments in the plant. No showing has been made that when the Mobile Equipment sequence was set up in the Yard Department that by understanding all mobile equipment, regardless of its location in the plant, was to be covered by this sequence. The particular job description and job classification here involved was not in effect as of the date of the inception of this Agreement. It is a new job. Under Article V, Section 6, the Company may "at its discretion establish a new job". There can be no question that the Company had a contractual right to establish this new job. This twelve-ton crane is considerably smaller and of a different type than the existing cranes owned by the Yard Department.

The Contract fully contemplates that a single job sequence may be established. Under Article VII, Section 3, definite lines for promotion are to be provided "in so far as practicable". Here this is done in accordance with a logical work relationship because this Mobile Craneman performs all of his work with other Car Shop employees. They work together in the same areas of the Car Shop and in field work. They work under the same Car Shop supervision. The Mobile Craneman works in the identical geographical locations with other car shop employees. There can be no

question that the required criteria are met "in so far as practicable" and as related to this specific situation. The Arbitrator is unable to find that the seniority provisions have been violated in this case.

AWARD

The grievance is denied.


Peter M. Kelliher

Dated at Chicago, Illinois

this 27 day of March 1961.