

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA  
Local Union 1010

Grievance No. 18-G-34

Appeal No. 452

Arbitration No. 469

Opinion and Award

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations Department  
R. H. Ayers, Assistant Superintendent, Labor Relations Department  
A. T. Anderson, Divisional Supervisor, Labor Relations Department  
R. A. Morris, Assistant Superintendent, Yard Department  
C. Vega, Labor Foreman, Yard Department  
H. S. Onoda, Labor Relations Representative, Labor Relations Department

For the Union:

Cecil Clifton, International Representative  
Pete Calacci, President, Local 1010  
Al Garza, Secretary, Grievance Committee  
Joe Gyurko, Grievance Committeeman  
Clarence Bullock, Griever

The question raised by this grievance is whether there is in fact a new job in the Yard Department which the Company is obligated to classify and describe pursuant to Article V, Section 6.

The Union urges that the grievants, Yard Laborers, should be classified as Labor Pushers, a form of Leader job, because they must direct the gang while the Foreman is away, see that the Foreman's instructions are carried out, and frequently act as Foreman while the Foreman is occupied on other work. The Union's point is that, while it is discretionary with the Company whether to change a job or the job content, once it has done so the employees may insist on a new classification and job description.

The facts, however, do not support the Union's view. It appears that in most situations one of the grievants, being better acquainted with English, simply translates or relays the Foreman's instructions, with no responsibility for directing the work, following it up, or seeing that other employees do their work. In other circumstances, when the Foreman must be away, or where the workload of the Foreman is too heavy (as when two boats are at the dock at one time), or when the Foreman is on vacation, one of the grievants is actually upgraded to the position of Temporary Foreman and paid accordingly, receiving \$.645 per hour more than the rate of his Yard Laborer job.

In presenting its case a Union witness stressed the work done by one of the grievants on November 16, 1961. Upon checking, the Company

definitely ascertained and proved that this grievant was that day classified and paid as a Temporary Foreman, a fact of which the Union was obviously unaware.

On all the evidence, I cannot find that a new job of Labor Pusher has actually been created by the Company.

AWARD

This grievance is denied.

Dated: March 29, 1962

/s/ David L. Cole

David L. Cole  
Permanent Arbitrator