IN THE MATTER OF ARBITRATION	
INLAND STEEL COMPANY East Chicago, Indiana Harbor Indiana	ARBITRATION NO. #9
And	
UNITED STEELWORKERS OF AMERICA Local No. 1010 East Chicago, Indiana Harbor Indiana	D E C I S I O N

ARBITRATION STIPULATION

In accordance with contract provisions relative to the appointment of an impartial umpire in cases where there is a dispute, the parties have made a joint request to Director J. R. Steelman of the United States Conciliation Service, Department of Labor, for the appointment of a staff arbitrator. In pursuance thereof, the Director did, on April 8, 1944, appoint Le Roy A. Rader as such arbitrator. The appointment was satisfactory to the parties.

The issue submitted to arbitration is the application and interpretation of Section IV, Article 3 of the contract with reference to inequalities.

The decision of the arbitrator shall be final and binding upon both parties, subject to the review and approval of the National War Labor Board.

Signed and dated April 21, 1944, at Indiana Harbor, Indiana, by F. M. Gillies, General Superintendent, of the Company and Nick Migas, Field Representative of the Union.

THE ISSUES

The Company is engaged in 100% war production. There are employed in the plant, 12,000 employees; 14 men are involved in this particular situation.

The Union was certified as the collective bargaining agent on August 26, 1941.

Section 3 of Article IV, of the contract reads as follows:

> "Alleged low rates shall be properly adjusted by a comparison of like occupations of the following plants. Otis Steel, Republic Steel (Cleveland, Youngstown and Chicago), American Steel and Wire (Cleveland), U.S. Steel (Clairton Works), Carnegie-Illinois (Homestead Works, McDonald Works, Irwin Works, Gary Sheet & Tin Mill and Gary Works), Jones & Laughlin (North Side), South Side and Aliquippa), Youngstown Sheet & Tube Company (Campbell Works and Indiana Harbor Works).
>
> The "going rates" and earnings among these plants will be met. The method of establishing the "going rates" will be as follows: All rates or earnings shall be obtained for comparison on like occupations to that one or more being grieved. Of this number the monority group on the low side will be discarded, as well as the one high rate (1) of the group. The remaining rates then will be averaged and this average will establish a rate or earning which will be considered the proper going rate to be used in grievance comparison. If because an even number of comparisons it is impossible to consider a minority and a majority of rates, the lower paid half of that number will be dropped, the high rate of the remaining will be set aside and the remaining rates will then be averaged, which average will be considered the going rate for comparative use.
>
> The above method of determining the going rate, in order to iron out inequalities in wages and earnings, shall be subject to review on the part of either Union or Management after this contract has been in force six (6) months, without terminating this contract."

The hearing was held at the Company office on April 21, 1944. In connection with the oral presentation of its case, the Union presented a brief and argument. The main contentions being as follows:

> That the negotiating committee on the present agreement considered wages at Inland Steel generally lower than those in the industry; that it was impossible to correct all inequalities, adjustment made prove inequalities did and do exist; there are two open hearths, designated O. H. No. 1 & No. 2; operations are similar, wages being closely related, NWLB recognized this in approving adjustments from 1 to 17¢ in 23 occupations, Exhibit "A"; Exhibit "B", Form 10, NWLB, approved, additional adjustments. In matter of charging car operators management has deviated from terms of contract and have picked rates favorable to it, which gives a lower rate than provided in the contract; thereby all tonnage workers are deprived of a proper going rate between the two

departments. The Company does not all rates required alleging furnace capacity is determing factor, that proper method is that of occupation, that rates have been juggled, and all rates should be compared, citing a list of duties for occupation comparison; No. 1 O.H. does not have all convenience of modern shops, charging cars having two jobs to do, each car equipped with small hoist for work ordinarily done by overhead crane, duties not confined to charging materials to furnaces; average furnace capacity (Inland Steel) 132 tons, No. 1 O.H. average heat 100 tons, No. 2 average 165 tons; section contract makes no mention of furnace capacity of actual production, No. 1 O.H. may have lower production level, but only factor is determination of whether occupations alike; on smaller furnaces charging operation necessary more often due to faster tapping; 1st helpers responsibility maintenance as well as getting heats ready to tap, 2nd Helpers stock additions for heat as well maintenance tap holes, furnace runners and flush holes, no equipment as do others shops, stocks handled by hand due to absence of overhead cranes and chutes for making ladle additions; 3rd Helpers No. 1 O.H. more work than other shops with this machinery; pit jobs same in all plants; only factor 'like occupations'.

In presenting its case the Company used a chart, Exhibit "1" showing comparisons.

That determining trend in industry is earnings with tonnage capacity; paid by tonnage and earnings depend on productivity; to equalize rates, including costs, men assured full time, in slack time men would be penalized; skill needed not as great, damage has resulted lack of skill; 234 tons per day in shop in question compared to 311 tons in other, 25% less charging, 12 furnaces, 4 charging cranes, relative capacity to establish average, 100 tons, rate fixed in upper half rather than average; differentials changed since grievance filed; 1¢ higher than going rate and record month excluded; comparison fair and contract complied with; Exhibit "2" comparisons used 60 to 140 tons, these listed inequality clause, contract, 145 to 200 tons; present rate shows increased earnings since grievance filed; comparison 100 tons v. 100 tons, rate 1.413, which as stated 1¢ over going rate; duties explained in Union brief are expansive and can be done as quickly as time in explaining; chart, Exhibit "1" shows fair comparison for operation.

D E C I S I O N

A proper application of the provisions of the contract, Section 3 of Article IV, undoubtedly should be the result of a technical survey of duties performed in this operation in comparison with like duties performed on an occupational basis. In seeking to determine the correct solution the arbitrator

has carefully studied the Union brief and exhibits attached thereto, together with notes taken during the oral presentation and compared the same with the chart filed by the Company, Exhibit "1". The factors involved, nature of equipment, skill, duties, tonnage capacity, present rate and going rate, as applied to the contract provisions, are of a technical nature.

While the words "tonnage capacity" are not used in the contract section under consideration relative to comparisons to be made and "like occupations" are the words used; it would seem that in considering the latter designated comparison that tonnage capacity, skill, all operations performed are to be taken into consideration as incidents or as being incidental to the determining factor of what constitutes a "like occupation."

In accordance with the chart filed, Exhibit "1", the arguments made, both oral and written, it is the opinion that a sufficient deviation does not exist at the present time to change the present rate.

It will be the decision in this case that the rate paid, after a careful consideration of all factors involved, is a suffient complaince with the provisions of Section 3 of Article IV of the Contract.

The position of the Company is hereby sustained.

In the application of this decision in accordance with the arbitration stipulation it is subject to review and approval of the National War Labor Board, therefore, it is the recommendation of the arbitrator that the parties prepare a NWLB Form 1, forward the same to the arbitrator for transmission to Regional Board VI, Chicago, Illinois, of N. W. L. B. to be attached to the original of this decision in order that a review of the provisions of the decision may be passed upon by the National War Labor Board. An immediate compliance with this request will insure the disposition of the controversy relative to this grievance in the least possible time.

LeRoy A. Rader,
Arbitrator

Signed and dated this 8th day of June, 1944.