Bill Brown

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BEFORE OTTO J. BAAB
ARBITRATOR

In the matter of: Inland Steel Company, (Indiana Harbor Works) East Chicago, Indiana and United Steel Workers of America, C.I.O. Local Union 1010	Grievance #15-D-8 April 8, 1953

V-6

ARBITRATOR'S REPORT AND AWARD

History Of The Case

On September 10, 1952, a written grievance was filed in the matter of the description of the job entitled 44" Hot Strip Mill Maintenance Crane Machinist. This grievance is identified as Grievance Number 15-D-8. The grievance was denied in a letter dated Oct. 2, 1952 and signed by Superintendent W. C. Kostbade for the Company. In the third step the demand of the Union was rejected in a communication sent to Mr. J. B. Jeneske, Staff Representative of the Steelworkers by R. E. Hoover, Supt. of Labor Relations, on November 8, 1952. Thereupon the matter was processed for arbitration, under the agreement dated July 30, 1952, Article VIII, Section 2. In a letter dated January 23, 1953, submitted jointly by the parties, the undersigned was requested to act as arbitrator and make a final and binding decision. Pursuant to this request, a hearing was held at the plant on Wednesday, February 18, 1953. At the hearing the parties were given a full opportunity to present their witnesses and to place in the record both oral and written evidence. After the hearing the Company submitted its Post-Hearing Statement dated March 11, 1953, to which the Union made written reply on March 18, 1953.

The appearances were:
For the Company

W. T. Hensey, Jr., Asst. Supt. Labor Relations,
H. C. Lieberum, Asst. Supt. Labor Relations,
T. G. Cure, Divisional Supervisor, Labor Relations,
W. A. Dillon, Divisional Supervisor, Labor Relations,
R. L. Smith, Asst. Supt. Industrial Engineering,
L. E. Davidson, Industrial Engineer, Industrial Engineering,
A. W. Grundstrom, Industrial Engineer, Industrial Engineering,
R. P. Schuler, Asst. Supt. 44" Hot Strip Mill,
R. A. Claesgens, Crane Machinist Foreman, 44" Hot Strip Mill,

For the Union

Joseph Jeneske, International Representative,
Fred Gardner, Vice-Chairman, Grievance Committee,
William Brown, Grievance Committeeman,
Erick Johnson, Aggrieved,
Steve Mikovich, Aggrieved.

THE GRIEVANCE

The parties asked the arbitrator to determine whether or not the Company so changed the content of the job of Maintenance Crane Machinist in the 44" Hot Strip Mill as to require a new description and a reclassification from Class 15 to Class 16.

THE UNION'S POSITION

The Union contends that the Company has so changed the content of the 44" Hot Strip Maintenance Crane Machinist job that a new description and a new classification to Class 16 is demanded. By failing to make a new description when the duties of the job were changed, the Company violated Article V, Section 6 of the Agreement between the parties which establishes the procedure for preparing a new job description and classification in the event the Company changes the content of an existing job.

Specifically, the duties of the 44" Hot Strip Crane Machinist have been changed in the following particulars:

1. Five (5) additional cranes have been put into operation.
2. There is added responsibility in the slab yard.
3. The job of Crane Repairman Leader has been eliminated.
4. Another furnace has been installed.

Originally - at the time the job description was developed - there was only one gantry crane to be repaired and maintained by the Crane Machinist. Since then five more cranes have been added. When the 76" and the 44" scarfing docks were combined, the 76" crane became the responsibility of the 44" machinists, for example. Further the Company added a sub-department to the 44" department. This sub-department has three cranes, one of which is responsible for all the shipping in that department. The addition of these cranes has definitely increased the responsibility of the job in question.

By putting heavier slabs in the slab yard, the Company has affected the work of the Crane Machinist to a great degree. The installation of the third furnace requires closer and more frequent inspection of all the cranes. Since two of the cranes have responsibility for the mill's over-all production, in that they take care of the coilers, to maintain them and keep them operating is certainly an added responsibility.

Furthermore, in pressing its contention that job content for Crane Machinist was substantially changed, the Union points out that the reference in the job description to the duty of "occasionally" assisting other maintenance men in "work to furnaces, mills, tables and other equipment" becomes significant with added equipment. Reference is also made to the duty of helping others "in cleaning up furnace pile-ups and removing cobbles. . . ." With added equipment and the emphasis upon increased production, the amount of such work readily increases. This again changes the content of the job.

Of particular importance in determining a change in the content of the Crane Machinist job is the elimination of the job of Crane Repairman Leader in the 44" Mill. This act has definitely and materially increased the work and the responsibility of the Crane Machinist. In the absence of a Crane Repairman Leader, the Machinist has been required to perform some of the duties previously handled by the Leader. The point is made that the Leader not only directs, he also works with the men, doing the same

work that they do. The substitution of a foreman for a Leader means that the actual work previously done by the Leader must now be done by the Crane Machinist, for the foreman may not do work customarily done by members of the bargaining unit. Thus the removal of the Leader increased the duties and responsibility of the Crane Machinist.

In the view of the changes in job content and responsibility outlined above, the Union asks the arbitrator to approve the following changes in the point value of specific factors in the job classification of 44" Hot Strip Maintenance Crane Machinist:

1. Judgment, from 5-C-2 to 5-D-3.
2. Education, from 3-C-8 to 3-D-9.
3. Experience, from 2-D-8 to 3-B-10.
4. Mental exertion, from 3-D-8 to 4A, 3-C-9.

These changes would raise the Machinist job from Class 15 to Class 16 and would produce an hourly wage increase of 5¢. They would also bring the job into line with comparable jobs, those of 76" Hot Strip Crane Machinist and #1 Open Hearth Crane Machinist. The point value of the job would be raised from 79 to 84.

THE COMPANY'S POSITION

The Company maintains that the job content of the occupation of Maintenance Crane Machinist in the 44" Hot Strip Mill has not been changed so as to change the job classification. Thus there has been no violation of the Agreement, Article V, Section 6. The changes in equipment have not produced any change in the requirements of the job with respect to skill, training, responsibility, effect on working conditions. Hence the job cannot be reclassified into a higher job class with a higher rate of pay. The job description now in effect is the one to which the Union agreed in the Wage Rate Inequity Agreement between the parties, dated June 30, 1947. Since that date there has been no change in content (requirements as to training, skill, reaponsibility, effort, and working conditions).

The installation of new equipment did not affect the primary function of the job in question, the Company argues. The primary function, the work procedure, and the supervision remain the same. This applies to the addition of a slab reheating furnace and of two new gantry cranes. It applies also to changes in the coiling equipment which have no relevance at all to the occupation of Crane Machinist. The primary function of this job remains the same, as do the work procedure and the supervision. Similarly, changes made on #1-2 High Roughing Stand and hydraulic spray equipment do not affect the conditions peculiar to the Crane Machinist occupation. Since there is therefore no change in job content, a change in classification cannot be permitted.

The Company rejects the validity of the Union's argument for increases in the values of various factors in the job classification. The reason for the Union's request is, in every instance, in whole or in part, the elimination of the Crane Repairman Leader's occupation. Addition of new or different equipment is largely a secondary matter in this argument, the Company declares in its Post-Hearing Statement (p. 3), whereas the removal of the Leader job looms large in the Union's thinking.

As a matter of fact, the removal of this job increased rather than decreased the amount of supervision available to Crane Machinists, for mechanical Turn Foreman provided supervision at all times. The only difference in the situation is that supervision is now given by a salaried foreman rather than by a Leader who belongs to the bargaining unit. The work, other than directing others, which was done by the Crane Repairman Leader, is identical with the duties of the Crane Machinist. Consequently, an employee who now holds the latter job is not performing work which is different in character from the work connected with this classification prior to the elimination of the occupation of Crane Repairman Leader.

The Company further argues that the jobs entitled 76" Hot Strip Mill Crane Machinist and #1 Open Hearth Crane Machinist, cited by the Union as comparable to the allegedly changed 44" Crane Machinist job, are not in fact, comparable. Those who are assigned to the first of these two jobs are responsible for the complicated and highly essential 46" Blooming Mill pit cranes. The cranes which service the open hearth must be maintained so as to operate continuously in safely handling molten metal. The hazardous and critical nature of their operations places a premium upon skill and care on the part of the workers assigned to them. For this reason, these jobs are given a higher rating for certain factors than the job of Crane Machinist in the 44" Mill.

Inasmuch as the Union fully agreed, in accepting the job descriptions and classifications which were determined in the original Inequity Program, that the machinist jobs in the 76" Mill and in the #1 Open Hearth ~~Crane~~, should have a higher point rating in certain factors because of the greater skill and responsibility required, the present attempt to wipe out this differential is decidedly inconsistent. Only by showing that the classification of 44" Crane Machinist has been changed so as to demand the skill which it formerly did not require, can this reversal of position be justified. For this the Union has cited no proof. Its emphasis upon increased responsibility in the sense of increased job duties because of added equipment and the withdrawal of the job of Crane Repairman Leader has no bearing on the question of skill.

DISCUSSION

Contractual Basis of This Case

The arbitrator's determination of the issue before him must rest upon Article V, Section 6 (E), dated July 30, 1952 and upon a document which is entitled "Wage Rate Inequity Agreement . . . . " and which is dated June 30, 1947. The latter document is based upon a directive order of the National War Labor Board, dated November 25, 1944, aimed at the elimination of intra-plant inequities, an agreement between the parties which embodied this directive order, under date of April 30, 1945, and an agreement on May 7, 1947, to complete the bargaining on this directive order by June 30, 1947. All except about sixty jobs were described and classified in this manner. The disputed jobs were arbitrated and the arbitrator's findings were necessarily adopted. Thereupon the Collective Bargaining Agreement was revised to include a section (Section 6) dealing with the description and classification of new and changed jobs. Parts of this section are quoted herewith:

> Section 6. Description and Classification of New or Changed Jobs
>
> 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:. . .
>
> 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.

According to this part of the Agreement, an employee, or employees, may initiate a grievance under Article VIII, provided he has reason to believe that the Company has changed the content of an existing job so as to change its classification under the Standard Base Rate Wage Scale, but has failed to develop a new description and classification. Such a grievance must be limited to the request that "a job description and classification be developed and installed in accordance with the applicable provisions of the aforesaid Wage Rate Inequity Agreement." The stipulation in Par. D that "the arbitrator shall decide the question of conformity to the provisions of the Wage Rate Inequity Agreement", while referring to a dispute over an allegedly improper new classification rather than over a job for which a new description and classification were not developed, must be determinative for the arbitrator of the instant case. He is clearly bound by the language and intent of the aforesaid Inequity Agreement.

This Agreement provides that a new job description and classification shall be made for an existing job, only in the event the Company changes its content, that is to say, the requirements of the job as to training, skill, responsibility, effort or working conditions. This appears to be the only basis for settling this case. Did the Company actually change the content of 44" Hot Strip Mill Maintenance Crane Machinist? By change of job content is evidently meant change in one or more of such job requirements as training, skill, responsibility, effort and working conditions.

Meaning of Job Content

By an examination of the language of the 1947 Inequity Agreement and of the Contract, dated July 30, 1952, which, in part, is based upon it, the meaning of the crucial term "job content" can be ascertained. We shall first examine the various references to "job content" in the Inequity Agreement. Section 2 (page 1) refers to the importance of developing job descriptions which state "simply and concisely" the contents of each job. Here job descriptions are intended to state job content. On the next page the parties state in effect that the description of the content of a job, whether new or in existence, shall become the basis for classification of the job. In Section 3, comparison of jobs is distinguished from content of jobs. Specific job content is compared by giving consideration to such general job requirements as training, skill, responsibility, effort and working conditions. Such comparison of specific job content results in job classifications. This seems to be the order - first, determination of specific job content, then a concise description of the specific job, based on this content, and finally, a generalized classification in terms of such job requirements as training, skill, effort, responsibility and working conditions, as well as a point evaluation for these factors.

We may now note the language of the Agreement dated July 30, 1952, in connection with the meaning of "job content". Twice in Section 6, Article V, we note the occurrence of the phrase "job content" (or "job content of an existing job"), immediately followed by an explanatory phrase in parentheses: "requirements of the job as to training, skill, responsibility, effort or working conditions. . . " The Company's Brief and Post-Hearing Statement emphasize this language repeatedly, in the evident belief that these words state the appropriate meaning of the phrase "job content."

Both the Job Classification Manual (Joint Exhibit #3) and the Wage Rate Inequity Agreement identify and evaluate the eighteen factors, which, "it is believed, cover all significant conditions that influence job value (Manual, Page 1)". These factors are grouped under three major classifications, Job Prerequisites, Job Conditions, and Job Responsibility. These factors patently represent the source of the wording found twice in the current Agreement: "training, skill, responsibility, effort or working conditions." Thus the meaning of "job content" is derived from the job classification rather than from the job description, if we are to rely upon the contract between the parties. In spite of this fact, however, the Company does argue also on the basis of the job description when it insists that the installation of additional equipment failed to change the job's "primary function", its "work procedure", or its "supervision". These terms are directly drawn from the recognized job description form in effect at the Inland Steel Company. Thus the terminology of both the job description form and the job classification sheet is utilized in the Company's defense of its position.

On the other hand, the Union's testimony at the hearing, both oral and written, stresses added duties or "responsibility", because of the addition of new equipment and of tasks formerly done by the Crane Repairman Leader. These suggest an enlargement of the job description, rather than an upward evaluation of job rating factors. They are concerned with actual job duties, such as are spelled out in the Company's description of each job. Yet in translating these increased duties into the only language which makes a real monetary difference, that of job classification factors, the Union asks for a higher evaluation for factors which are in the job classification category - Judgment, Education, Experience, Mental Exertion.

From this detailed discussion it has become evident that there is a close connection between job description and job classification, and that job content deals with both. If the student of the problem concentrates upon the Wage Rate Inequity Agreement, he may find that job content is more closely connected with job description. If he reads the Contract presently in effect, he will note the use of language drawn from the job classification forms and will tend to stress ideas therein in defining job content. If he reads the record of this case, he will discover that the parties pay attention to job description and job classification alike, as they seek to interpret the meaning of job content in relation to this grievance.

Job Description Decisive

What criterion shall the arbitrator use in interpreting the language of the Wage Rate Inequity Agreement and of the Contract which relies and rests upon it, as far as these proceedings are concerned? Surely he cannot follow the parties, for they relate job content to both job description and to job classification. One solution is available - recourse to the Wage Rate Inequity Agreement, as required by the Contract, Article V, Section 6 (A-E). It has already been found that the job description directly is derived from specific job content and is therefore closely related thereto. This being the case, such matters pertaining to job content as Primary Function, Supervision and Work Procedure are pertinent to this case. However, if a change in job content and description is to make a difference to the Company and to the employee, such change must appear in the form of a change in classification. This is the plain meaning of the Inequity Agreement.

This Agreement concisely sets forth the intention of the parties as to the procedure governing the determination of a job classification plan. First of all, job descriptions are to be developed. These are to state simply and concisely the contents of each job. Then these job descriptions shall be made the basis for a classification of each job. This classification, which results in establishing an appropriate wage structure, involves the job comparison method based on "bench-mark jobs," and the method of individual point-rating. The comparison of specific job content as contained in the job description involves consideration of the training, skill, responsibility, effort and working conditions required by each job (Wage Rate Inequity Agreement, p. 2).

Thus the Contract dated July 30, 1952, which refers to changes in job content (Art. V, Section 6) cannot exclude the fundamental basis for job classification, namely concise job description, even though it specifically mentions training, skill, responsibility, effort and working conditions. Hence any change in content which can be reflected in a job description is covered by the collective bargaining agreement (Art. V, Sec. 6). If there have been changes either in the primary function of the Crane Machinist job, or in the matters of supervision and work procedure, such changes can become the subject of a grievance, provided that there is a clear demonstration of two points. First, there must be a showing that there has been a change in the content of the job which can be reflected in a revised description. If this is shown, then there must be convincing proof that this content change is of such a nature as to change the classification of the job in question, by which is meant a change in the requirements of the job as to training, skill, responsibility, effort or working conditions.

Increased Equipment and Job Content

First, has there been a change in the content of the job? Equipment was undeniably added, as has been noted above, even though there is disagreement as to the number of new cranes added. The arbitrator takes cognizance of the absence from the record of any attempt by the Union explicitly to revise the job description - its proposals for point increases have to do with a revision of the job classification (Union Exhibit 1). After the original job description was made, at least two new cranes and a slab reheating furnace were added in the area of the 44" Mill where the Crane Machinist's work is done.

After checking the description for the job of Maintenance Crane Machinist (Company Exhibit "B"), the arbitrator is at a loss to locate sections which should be revised in view of this added equipment. Even though there are more cranes to maintain, the description refers to repairing and maintaining overhead cranes, without specifying their number. Even though there was only one gantry crane in use at the time the description was accepted by the Union, the language of that description (statement of primary function) shows that the precise number of cranes was immaterial. The use of the word "crane" instead of "cranes" in the section on work procedure, does not change this conclusion. Here the term "crane" simply identifies the class of machine, rather than the number of machines, upon which the employee works.

The Union's argument that increased equipment and the consequent increased production have resulted in increased duties for the Crane Machinist in those activities which once were only occasional - such as assisting other maintenance men and helping to remove cobbles or to clean up furnace pile-ups is effectively met, this arbitrator believes, by the reply that the Company would find it uneconomic to employ too extensively for these secondary tasks the highly paid Crane Machinist. A change in the wording of the job description which would substitute "when necessary" for "occasionally" would have only an insignificant effect (Par. 6 under "Work Procedure").

Removal of Leader Job

Our attention must now be given to the effect upon job content and description of the elimination of the job of Crane Repairman Leader. The Union insists that this definitely increased the Crane Machinist's point value of this classification. Applying the yard stick of change in job content potentially resulting in a change in job description, we must inquire whether this was the actual result of the removal of the Leader's job. The description of Crane Machinist now in effect states that the employee in this classification "reports to Foreman or Leader (Work Procedure, par. 2)". Now, of course, he can report only to the Foreman. This is hardly a consequential change. He is still under the direction and supervision of the Crane Repairman Foreman and the Mechanical Foreman.

A comparison of the descriptions developed for Crane Machinist and Crane Repairman Leader (Union Exhibits 3 and 4) shows that they are identical, except at five points. The first prefixes the statement of Primary Function with the phrase, "direct. . .". The second (under Work Procedure) introduces a statement of specific duties with the word "directs" (par. 1). The second paragraph refers to laying out and inspecting the work of others. And paragraph four states: "directs and works with." Only if it can be shown that these distinctive functions of the Leader were taken over by the Crane Machinist, can the Union's contention be upheld. At all other points the Leader was simply another Crane Machinist.

But there is no evidence to show that the Maintenance Crane Machinist now directs, lays out or inspects the work of others. On the contrary, the Company asserts that all such duties are now performed by foremen. This the Union counters by declaring that the Machinist must be on his own, since the foreman is not regularly available, whereas the Leader worked alongside of the Machinist and could be consulted at any time. Assuming for the sake of clarifying this matter, that the Maintenance Machinist must make some decisions which were formerly made for him by the Leader, who worked as a Machinist and also was required to "direct", "lay out" and "inspect" the work of Maintenance Machinists, we may ask how this could change job content and job description..

One effect might be that he would report to the Foreman more frequently than previously for direction and inspection of his work. However, his job description evidently calls for considerable self-reliance and independence of judgment so that an increase in the frequency of his reports to the Foreman would hardly be substantial. Judging from the inconspicuous nature of the Leader's supervisory duties in comparison with the major routine duties which he shares with the Maintenance Machinist, the latter was subject to a minimum of supervision from the former. Thus it must be concluded that the elimination of the job of Repairman Leader had no real effect upon the content of the job of Crane Machinist and would not justify the writing of a new job description.

It is now clear from this discussion that the content of the job which is the subject of this grievance has not changed in any significant way. Hence there is no basis for preparing a new job description. In the absence of a new job description there can be no basis for a change in classification such as the Union requests. This conclusion has been reached by applying the plain meaning of the Wage Rate Inequity Agreement to the circumstances in this case. In this Inequity Agreement the parties have decided that a genuine change in job content and in a concise description of that content is the sole justification for reclassification and re-evaluation of a job.

On this reasoning the Union's contention that the value of factors in the job classification scheme should be raised is not supported by the Inequity Agreement or by the Contract which incorporates it. The request for a re-rating of the factors of Judgment, Education, Experience, and Mental Exertion can have no validity unless it rests upon a real change in job content. Job content, as expressed in a job description, cannot be by-passed in reaching a conclusion about the above-named factors. Since the arbitrator has found no significant change in the content of the job of Crane Machinist, he cannot uphold a change in job classification.

A word is in order regarding the Union's exhibits of job descriptions and classifications for #1 Open Hearth Maintenance Crane Repairman 1st Cl. and 76" Hot Strip Mill Maintenance Crane Machinist (Exhibits 3 and 2). Additional duties now included in the job of 44" Hot Strip Mill Maintenance Crane Machinist, the Union asserts, have brought this job up to the point value of these two classifications. In other words, the job in question is comparable to the other two and should be compensated accordingly.

It is important to note that the Wage Rate Inequity Agreement seeks to place jobs in their proper relationship (pp. 2,31) on the basis of specific job content and requirements. The differences between the jobs named above have been agreed to and/or accepted by the parties. Now the removal of these differences is demanded, as may be seen by noting the factors for which an increased value is sought by the Union. However, in the absence of a convincing demonstration that the content of the 44" Crane Machinist job has substantially changed, the arbitrator may not enter

an award which would set aside the accepted differential between this and the other two jobs. Such an award would defeat the entire program of job classification which has been put into effect by the parties to this dispute.

The Award

The arbitrator hereby determines that the Company did not so change the content of the job of Maintenance Crane Machinist in the 44" Hot Strip Mill as to require a new description and a re-classification from Class 15 to Class 16, and so awards.

Respectfully submitted,

Otto J. Baab

Otto J. Baab
Arbitrator