

UNITED STEELWORKERS OF AMERICA,	)	
C. I. O. ON BEHALF OF LOCAL 1010	)	
	)	
-vs-	)	GRIEVANCE NO. 6-C-5
	)	
INLAND STEEL COMPANY	)	

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Hearing was held on Tuesday, May 19, 1953, at the Inland Steel Company, Indiana Harbor, Indiana.

Post hearing brief submitted June 3, 1953.

Additional data requested by the arbitrator submitted July 15, 1953.

Decision rendered by arbitrator on August 15, 1953

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According to the letter dated April 24, 1953, sent to the arbitrator by the Union and the Company, the question to be decided in the subject case is: Did the Company conform to the provisions of the Wage Rate Inequity Agreement and thus comply with the provisions of Article V, Section 6 of the Collective Bargaining Agreement when the Company established a new classification for the #3 A. C. Station Pump Oiler occupation in the Power Department of the #3 A. C. Station?

Grievance 6-C-5 requests upward revision in the Job Class of this occupation on the basis that the changes in the job content were not properly evaluated by the Company before the new classification was installed.

The Company contends that the #3 A. C. Station Pump Oiler occupation is properly classified under the procedure of the Wage Rate Inequity Agreement and denies that there has been a violation of Article V, Section 6 of the Collective Bargaining Agreement.

During the hearing on the above mentioned date, representatives of both parties placed in the record oral and written evidence.

The original job classification write-up submitted during the hearing as Company Exhibit H allowed 39 points and placed the job in Job Class 4. This classification was approved by the Union's Inequity Committee. The new

job classification which is in dispute and the subject of this arbitration allows 40 points and places the job in Job Class 4, unchanged as to Job Class and as to Base Rate. Point values 38, 39, and 40 place a job in Job Class 4 according to the scale established as a part of this job evaluation and classification system. The additional point was given for additional physical exertion. This, in the Company's opinion, was the correct reflection of the change which occurred when the equipment that the employees, in this occupation, tend underwent some changes.

It became clear very soon after the hearing began that the two parties were prepared to plead their case upon completely different grounds. The job factors which were apparently the basis for discussion during the initial steps of processing the grievance were not brought up in the hearing by the Union's representatives. The Company argued its case on the basis of the previous discussions and then requested permission to prepare a post hearing brief to answer the statements that were made by the Union.

At this point, the arbitrator would like to inject a comment upon this case. In the agreement between the Company and the Union, Article VIII, "Adjustment of Grievances," Section 2 sets forth the steps which are to be taken in the processing of a grievance. It must be inherent in such an agreement that during the discussions attempting to resolve a grievance both parties would present complete arguments. If this is not done, it cannot be said that both parties have exhausted the full measures provided by the agreement for the settling of grievances and that the grievance should be submitted to arbitration. To arbitrate, it should be sufficient to hear and to decide on the basis of arguments presented; in this case, collecting of data and the drawing up of comparisons unlike those presented in the hearing was necessary. Both parties should consider that this is time consuming to the arbitrator and expensive to them.

In the Job Classification Manual given the arbitrator, the outline of the job evaluation system is provided; the job attributes to be used in comparing one job to another or to the rest of the jobs in an organization are clearly spelled out and their use explained. These job attributes are listed as Principal Factors, and are given below:

**Job Prerequisites:**

Physical and Mental Requirements  
Educational Requirements  
Experience

Job Conditions:

- Environmental Deterrents
- Physical Exertion
- Mental Exertion
- Accident Exposure
- Health Exposure

Job Responsibility:

- For Material Cost Control
- For Equipment Conservation
  - For Avoidance of Shut-Downs
  - For Maintenance of Operating Pace
- For Safety of Others

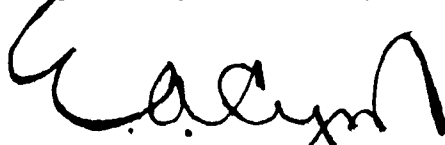
Job evaluation is an attempt at orderly consideration of the requirements of certain tasks that are normally assigned under a job title. Its successful use is dependent not so much upon the correct evaluation of one job but upon the correct evaluation of each job with respect to each other job in the entire group. To evaluate a job too low with respect to other jobs in the group, is unfair to the persons assigned to that job; to evaluate a job too high with respect to other jobs in the group, is unfair to the persons assigned to all those other jobs in the mill or factory. It behooves both the Company and the Union to exercise great care that all jobs are treated alike especially at a time when one job is under examination after the job requirements have been changed with respect to the original requirements as is the case in the present instance.

In his study of this case, the arbitrator compared all the jobs given to him during the hearing plus those sent to him with the letter dated July 15, 1953, by the Company. The form, "Recapitulation of Job Classification," provided by the Company with Exhibit H, was used as a comparison sheet. All of the job attributes were studied in comparison of one to the other. Because of the manner of the presentation of this case for arbitration, the arbitrator considered it proper for him to study all of the attributes of the job: Those attributes brought out in the hearing for specific consideration, and those not so indicated by either party to this dispute.

This study clearly indicates to him that the job identified with Index Number 36-0908 and with the Payroll Title of Pump Oiler - #3 A. C. has been properly evaluated and classified by the Company to reflect the changes that have been made in the job requirements.

The arbitrator therefore rules that the Company did conform to the provisions of the Wage Rate Inequity Agreement and thus did comply with the provisions of Article V, Section 6 of the Collective Bargaining Agreement when the Company established a new classification for the #3 A. C. Pump Oiler.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'E. A. Cyrol', written over a horizontal line.

E. A. Cyrol, Arbitrator