

No #80

ARBITRATION NO. 80

AWARD OF ARBITRATOR

GRIEVANCE NO. 6-C-9

INLAND STEEL COMPANY

INDIANA HARBOR, INDIANA

AND

UNITED STEELWORKERS OF AMERICA  
LOCAL UNION  
1010

CARL T. DUNN,  
ARBITRATOR

BEFORE CARL T. DUNN, ARBITRATOR  
INDIANA HARBOR

May 25, 1953

Appearances

For the Company - T. G. Cure, Assistant Superintendent, Labor Relations; R. L. Smith, Assistant Superintendent, Industrial Engineering; T. R. Tikalsky, Division Supervisor, Labor Relations; L. R. Mitchell, Division Supervisor, Labor Relations; W. A. Grundstrom, Supervisor, Industrial Engineering; P. Thanos, Assistant Superintendent, Power and Steam; J. W. Hayes, Foreman #3 Power House; and E. J. Gaston, Industrial Engineering.

For the Union - F. A. Gardner, Vice Chairman, Grievance Committee; M. Mamula, Secretary, Grievance Committee, F. Hughes, Grievance Committee-man, and C. LaBounty, Aggrieved.

Submission

Under the date of April 24, 1953, the following submission was received:

"The management of the Indiana Harbor Works of the Inland Steel Company and Local Union 1010 of the United Steelworkers of America, (C.I.O.) have been unable to settle the above numbered grievance, and in accordance with Step 4, under Section 2, Article VIII, entitled "Adjustment of Grievances", of the agreement between the Company and the Union, dated July 30, 1952, the matter is now to be submitted to an impartial umpire for final determination.

"The question to be decided in the subject case is whether or not the Company was in violation of Article V, Section 6, of the Collective Bargaining Agreement when it denied the Union's request for revision of the classification and base rate for the occupation of #3 A. C. Station First Generator Oiler in the Power Department of the #3 A. C. Station. A copy of the Collective Bargaining Agreement is enclosed so that you may familiarize yourself with its provisions as regards this particular dispute."

History of the Case

During, June, 1949, the Company started a major change of equipment in the #3 Alternating Current Power Station by the removal of one of three vertical turbo-generator sets and three Corliss engine-generator sets. These were replaced by two larger horizontal turbo-generators, two steam driven circulating pumps, and four sets of air ejectors.

The Company reviewed and reclassified seven of the various occupations in this powerhouse upon the completion of the installation of equipment

and agreed to effectuate any indicated increases in base rates as of the date of installation of the first piece of equipment, June 13, 1949. These revised classifications were presented to the Union in September, 1950.

On December 7, 1950, (over 40 work days after the revisions were submitted to the Union) the Union filed grievances on four (4) of the occupations whose duties were affected by the equipment changes, alleging improper classification. On September 12, 1952, two of the grievances were withdrawn and grievances #6-C-8 and #6-C-9 (over 18 months after the filing of the grievances) were processed through the first, second and third steps of the grievance procedures. No satisfactory settlement was reached and, according to the Collective Bargaining Agreement, the two grievances were presented for arbitration, each case to a different arbitrator.

Provisions in the Collective Bargaining Agreements governing the area within which the decision of the Arbitrator must be made.

Collective Bargaining Agreement - July 30, 1952.

"Article V-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:

- A. The Company will develop a description and classification of the job in accordance with the provisions of the aforesaid Wage Rate Inequity Agreement.
- B. The proposed description and classification will be submitted to the grievance committee of the Union for approval.
- C. If the Company and the grievance committee are unable to

agree upon the description and classification, the Company may, after thirty (30) days from the date of such submission install the proposed classification and such description and classification shall apply in accordance with the provisions of the aforesaid Wage Rate Inequity Agreement, subject to the provisions of sub-paragraph D below.

D. The employee or employees affected may at any time within thirty (30) days from the date such classification is installed file a grievance alleging that the job is improperly classified under the procedures of the aforesaid Wage Rate Inequity Agreement. Such grievance shall be processed under the grievance procedure set forth in Article VIII of this Agreement and Section 9 of this Article. If the grievance be submitted to arbitration, the arbitrator shall decide the question of conformity to the provisions of the aforesaid Wage Rate Inequity Agreement, and the decision of the arbitrator shall be effective as of the date when the disputed job description and classification was put into effect."

"Article V-Section 9. Should a grievance as to the meaning and application of any provision or provisions of this Article V be processed to arbitration under Article VIII hereof, the arbitrator shall be a recognized industrial engineer and shall be selected by mutual agreement between the Industrial Engineering Department of the Company and the Research Division of the International Union. The arbitrator's decision shall be final and binding upon both parties, and his compensation and expenses shall be borne equally by the Company and the Union. Such an arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the provisions of this agreement, and he shall have no power to add to, detract from or alter in any way the provisions of this Agreement."

"Article VIII-Adjustment of Grievances-Section 2, Step 1  
Following such verbal discussion, if the grievance has not been satisfactorily adjusted, it shall be reduced to writing on forms to be furnished by the Company and shall be dated and signed in ink or pencil by the aggrieved employee or employees, wherever possible, and the grievance committeeman or his assistant.

Section 2, Step 4. It is understood, however, that the time limits specified in Section 2 above may be extended by specific agreement between the parties involved in each step of the grievance procedure.

Section 5. Only one (1) matter shall be covered on one (1) grievance form. Written grievances shall contain a clear and concise statement

of the alleged grievance, the issue involved and the relief sought, and shall in each instance state the specific section or sections of the Agreement of which a violation is claimed."

Wage Inequity Agreement - June 30, 1947

"Section 2. Job Descriptions. In recognition of the fact that jobs of similar nature are presently referred to under various titles and that jobs bearing similar titles vary as to content, it is agreed that job descriptions shall be developed setting forth simply and concisely the contents of each job within the bargaining unit to facilitate placing the jobs in their proper relationship and reducing job classifications to the smallest practicable number.

It is further agreed that job descriptions as developed and approved by the parties hereto shall provide the basis for classification of each job within the bargaining unit and that job descriptions of new job classifications shall be developed from time to time when and if a new job is established or the content of an existing job is substantially changed.

The procedure set forth in Appendix 1 attached hereto and identified as Procedure Regarding Review of Job Descriptions is hereby adopted for the purpose of developing job descriptions and is made a part of this Agreement."

"Procedure Regarding Review of Job Descriptions - Number 1.

The Company will prepare Job Descriptions as shown in this Appendix for production and maintenance jobs throughout the plants in accordance with provisions contained in Section 2 of this Agreement."

Photostat of sample Job Description referred to in 1. above is attached.

"By What Procedures May Job Classification Work Be Undertaken

.....The difference in technique which characterizes the point rating methods in comparison with the job comparison method is one of degree only. Resolution in this manner of the job into its component factors facilitates comparison and in consequence insures greater uniformity in judgment by different individuals in using the scale. The outcome nevertheless still rests in the final analysis upon the judgment of the observer. This approach gives the appearance of precision but it is easy to mistake refinements and involved details for accuracy which does not exist. The final rating clearly depends upon the weight given to the various factors included in the calculations and upon this issue opinions differ. Indeed, the decision in any particular case is one of enlightened opinion rather than engineering precision.

Point rating at best is a convenient tool for locating the general

position of individual jobs in the wage scale; it is not an instrument of precision and needs to be used always subject to the overall control provided by comparing factorial ratings with recognized bench marks which have been agreed upon in advance. Its inherent deficiencies and the importance of avoiding too serious disturbance of an existing rate structure, require the latter precaution. Accordingly a combination of the point rating and job comparison methods seems most appropriate to the present purpose."

#### Important Points Developed During the Hearing Requiring Separate Resolution

1. While the rules for the conduct of Arbitration cases are not definite, it is quite generally agreed, since it is the final step in the resolution of grievances, that both parties must pay due respect to the terms of the grievance procedure as a condition precedent to the award of relief by an arbitrator under the terms of the agreement.

There are grounds for a "no jurisdiction" award in this case on one count with the Union raising a question concerning the existence of a second count.

- (a) Over 40 work days elapsed after the revised classification was installed under Section 6C of the Agreement before this grievance was filed. Section 6D requires the grievance to be filed within 30 work days. (Monday through Friday excluding holidays.)
- (b) Testimony by the Union at the hearing indicates dissatisfaction with the case presented at the combined (by mutual agreement) third and fourth step grievance procedure meeting, since it was handled by the Grievance Committeeman, without an International Union man present.

#### Article VIII, Section 2, Step 3 which reads:

"If the grievance remains unsettled, the designated representative of the International Union may within seven (7) days after the grievance is answered in writing by the superintendent of the department request in writing a meeting with the Superintendent of Labor Relations or his authorized representative, for the purpose of discussing the grievance. Such meeting shall be held within seven (7) days following the date of the request and the Superintendent of Labor Relations shall advise the International Representative of his decision in writing within seven (7) days after such meeting."

With respect to (a) the Arbitrator, in view of the desirability of

finding an answer for this old grievance, does not consider the delay of great importance.

With respect to (b) there exists no record prior to this hearing indicating other than that the man who represented the Union at the third and fourth step was the designated representative of the International Union. It is noted that the third and fourth step meetings are requested by the International Union with the Superintendent of Labor Relations or his authorized representative. The Arbitrator does not recognize any violation of Agreement on this point that might justify refusal of jurisdiction.

2. It is the position of the Company that the Grievance relates only to the Classification of the Occupation, based upon the grievance statement and the record of Steps 1, 2, and 3 of the grievance procedure.

The Union exhibit Number 3, introduced at the hearing, gives a detailed list of thirty-three (33) specific duties required by the occupation in dispute.

Comment. The grievance dated December 7, 1950, was written as follows: "The aggrieved contends that job is improperly classified." Nowhere in the written material concerning the answers to the Union on Second Step and Third and Fourth Step meetings is there any reference to disagreements on the Job Description.

The Arbitrator takes note that the revised description of the disputed occupation dated September, 1950, conforms to the procedure and sample set forth in the Wage Inequity Agreement of June 30, 1947.

3. At the hearing, the Union presented seven (7) factors which were felt to be improperly evaluated, as follows:

1. Physical strength
2. Quickness of Comprehension
3. Education
4. Environmental Deterrents
5. Mental Exertion
6. Accident Exposure
7. Health Exposure

Written records of the Third and Fourth Step Meeting presented by the Company show but two factors in question, as follows:

1. Quickness of Comprehension
2. Accident Exposure

Testimony at the hearing indicated no change in the area of disagreement up to the date of the hearing.

### Jurisdiction

Under the Agreement of July 30, 1952, it is understood and agreed that the arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the provisions of this Agreement.

It has been held by leading Arbitrators that the legitimate objectives of Collective Bargaining are defeated by Arbitration decisions on grievances which have not previously exhausted the possibilities of settlement by negotiations as provided for by mutual agreement contracts. For this reason, it has been held that contentions made after the negotiation stages of the grievance are not properly before the Arbitrator.

The fact that the Agreement requires an Industrial Engineer in this matter does not, in the opinion of this Arbitrator, alter the fundamental principles involved. Rather the contrary is the case. Job Evaluation is no exact science which can provide an unfailing answer by any practitioner, and the best use of the procedure will be made by people entirely familiar with the nature and requirements of the occupations being evaluated.

Clearly the field for a technical arbitrator on such grievances is the determination on the basis of evidence presented whether or not the negotiated procedure has been fairly used by the parties in specific instances which could not be resolved in direct negotiations.

After a careful study of all the facts brought out in the hearing, and the mutually agreed upon post-hearing briefs, the Arbitrator feels constrained to rule that all contentions made after the grievance had been processed to arbitration are not properly before this Arbitrator.

### Consideration of Job Factors Properly before the Arbitrator

#### Quickness of Comprehension:

Statement of the Union with respect to this factor. "Quickness of Comprehension should be raised from 3-B-1 to 3-C-2 because of alertness to start auxiliary engines in emergencies."

Statement of the Company with respect to this factor. "Quickness of Comprehension B-1, Union requests C-2. This job is not of such a nature that it required the 'ability to recognize minute differences quickly and precisely.' It does require the ability to 'understand detailed instructions and respond quickly and surely.' B-1 is sufficient."

During the years from March, 1946, to September, 1950, at a time when the duties of this job covered oiling for three (3) Corliss engines and three (3) vertical Turbo-Generator sets and auxiliary equipment, the mutually agreed upon Factor Value was 3-B-1. Testimony has stressed the



importance of frequent checking of the oil pressure on the step bearing of these generators since the weight of the rotating unit rests on this oil film.

The revised Job Description and Classification made effective September, 1950, amplifies the old description in detail. It deletes all reference to Corliss engines, and makes separate statements of duties related to the remaining two (2) sets of vertical Turbo-Generators, and adds statements related to the duties on the two (2) new horizontal turbines. There is no testimony indicating added job requirements related to the old vertical Turbo-Generators and auxiliaries since these two (2) horizontal turbines were added. This indicates that any valid claim for an increase must be related to the duties connected with the horizontal turbines, or an improper interpretation of the Wage Inequity Agreement Manual which is the initial guide for all of the Factor Values, or both.

With representatives of the Union and the Company, the Arbitrator visited the three Power Houses of the Company and had operators on four (4) oiling jobs cover their route of activities and explain the duties they perform. They were:

1st Turbo-Generator Oiler #3 A. C. Plant (27,500 K.V.A.)

Turbo Blower Oiler #3 A. C. Plant

1st Turbo-Generator Oiler #2 A. C. Plant (90,000 K.V.A.)

Turbine Oiler #1 A. C. Plant (14,000 K.V.A.)

These oilers have definite scheduled trips to the various pieces of equipment where they observe instruments and make hourly log readings, in addition to functional observations. Scheduled cleaning operations are also performed.

The Union offers as a job similar in many respects the 46" Blooming Mill Grease System Attendant which, by mutual acceptance, has a Factor value of 3-C-2. While this job description is quite detailed, it is clearly a dissimilar job compared to Power House Oiling.

The Company offers for Factor comparison seven (7) jobs on which no grievance exists and all related to the three (3) Power Houses of the Company. Three (3) of these jobs were observed by the Arbitrator in addition to the grieved job. Code value 3-B-1 exists on six (6) of these jobs used in comparison with the grieved job, which is also rated at 3-B-1. At the Main Power Plant (90,000 K.V.A.) the 1st Turbo-Generator Oiler #2 A.C. has a code value of 3-C-2 for reasons set forth by the Company. There exists no testimony claiming that the duties of the #3 A. C. Generator Oiler are comparable for this factor to those of the Main Plant Generator Oiler.

The Manual gives the following definitions.

"3. Quickness of Comprehension. This element is a measure of

the mental alertness and quickness of comprehension required by conditions of the job.

3-A-0. Not required other than to understand simple verbal or written instructions.

3-A-1. Ability to understand detailed instructions and respond quickly and surely.

3-A-2. Ability to recognize minute differences quickly and precisely."

#### Decision

Based upon the weight of evidence and the arbitrator's judgment, the code value 3-A-1 as defined above is correct for the grieved job classification and the request for an increase to 3-C-2 is denied.

#### Accident Exposure

Statement of the Union with respect to this factor from the Hearing Record May 25, 1953. "Accident exposure from 3-B-4 to 3-C-7 because of frequent exposure to burns from steam or contacting hot equipment. Injury could cause long periods of hospitalization."

Statement of the Company with respect to this factor, inter-communication dated March 29, 1951, from A. H. Helm, Superintendent of Industrial Engineering, to N. R. Kirkdorfer, Superintendent, Power and Steam. "Accident Exposure 3-B-4, Union requests 2-D-6. The 2-D-6 rating originally applied to this job was based on the hazards of working around the Corliss engines. When the job was re-classified due to equipment changes, the accident rating was changed to 3-B-4 because the Corliss engines were removed. This is the same rating as applied to the Generator Oiler in #2 A. C. Station."

From the Hearing Record, May 25, 1953:

"Accident Exposure. Basis of Rating: Frequent exposure to burns from steam or from contacting hot equipment. Point Value Assigned: 3-B-4.

"Prior to this review the basis of rating for this job was 'Occasional exposure to being caught in moving Corliss engine valves, coding 2-D-6.'

"Attending the Corliss engines because of the complex moving parts created a condition and exposure that could result in a permanent injury and credit was so given. However, the removal of the Corliss engines removed the possibility of an exposure which would cause permanent incapacitation or death. Therefore, the coding and basis of rating reverted to the same exposure that

all other oilers have with the exception of the Pump Stations. All other A. C. Station Oilers have a basis of rating, "Frequent exposure to burns from steam or contacting hot equipment. Coding of 3-B-4." The Pump Station Oilers have traveling screens, fish screens, and open pits where the exposure is such that if an injury occurs it could be of a permanent nature."

The single job offered by the Union as being similar in many respect, - 46" Blooming Mill Grease System Attendant - shows a code value of 2-C-4, which is identical in value (4) with the existing code value 3-B-4 on the grieved job.

The Company offers as jobs having a like code value 3-B-4 for this factor, seven (7) jobs in the three power plants of the Company, as follows: Turbine Oiler #1 A.C. Station, Blower Pump Oiler #2 A.C. Station, 1st Turbo-Generator Oiler, #2 A. C. Station, 1st Turbo-Blower Oiler #2 A.C. Station, Fan Oiler #2 A.C. Station, 2nd Turbo-Generator Oiler #3 A.C. Station, Turbo-Blower Oiler #3 A.C. Station.

The Manual gives the following definitions:

"Accident Exposure

Level 3 - Frequent exposure requiring exceptional alertness and caution by the operator at all times if injury is to be avoided. Exposure not entirely obviated by ordinary safety measures in the plant.

Degree B-4 Accident not calculated to be sufficiently serious to cause incapacitation for more than short periods (two or three weeks at the most) for recuperation. Not likely to be followed by consequence endangering the worker's ability to return to employment at the same grade as before.

Degree C-7 Accident likely to cause injury sufficiently serious to require hospitalization for extended periods and possibly causing change of occupation upon recovery."

No testimony and evidence was presented to show that there had been incapacitating accidents in the #3 A.C. Station, or any of the Stations, which would justify the Degree of C-7 as defined by the Manual.

Decision:

Based upon the weight of evidence presented and the judgment of the Arbitrator in the application of the Manual, the code value B-4 is correct for the grieved job, and the request for an increase to code 3-C-7 is denied.

1 Copy to Herbert Lieberum, Supt.  
Labor Relations  
Inland Steel Company  
Indiana Harbor, Indiana

s/ CARL T. DUNN  
  
Carl T. Dunn  
Arbitrator

4 Copies- J. B. Jeneske  
United Steelworkers of America-Local 1010  
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INLAND STEEL CO.

## JOB DESCRIPTION

INDEX NO. \_\_\_\_\_

DEPT. Sheet Mill PAYROLL TITLE Charger  
UNIT Finishing Mills DESCRIPTIVE TITLE Furnace Charger

## PRIMARY FUNCTION:

Charge breakdown packs into a furnace.

## SUPERVISION:

Supervised by: Mill Foreman  
Directed by: Roller

## WORK PROCEDURE:

Removes card from breakdown pack and delivers it to Roller.

Pulls pack from lift and places it on mechanical walking beam. Aligns pack on beam to ride properly through furnace and spaces packs according to sizes or as directed.

Bends corners on last pack of order as an indicator for Roller to recognize completion of order.

Counts packs on order or lift when required.

Removes packs from return conveyor and places it back into furnace for reheating. Makes certain packs being charged for reheating are of same order and size as material moving through furnace.

Loosens foot bolts on mill and raises or lowers screwdowm, during roll change, as directed.

Maintains work area in a clean and safe condition.

Performs other traditional duties as required by emergencies or duties too minor in extent to require detailed description.

DATE 4-11-46DESCRIBED BY: A.W.G., J.R., R.L.S.CLASSIFIED BY: A.W.G., J.R., RLS