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ARBITRATORS DECISION

Grievance No. 6-C-13

Between

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
LOCAL 1010

Before

Merle D. Schmid, Arbitrator

June 16, 1953

INDUSTRIAL MANAGEMENT ENGINEERS

Consulting Engineers

111 WEST JACKSON BOULEVARD

CHICAGO 4, ILLINOIS

DECISION OF THE ARBITRATOR

Before Merle D. Schmid, Arbitrator

Inland Steel Company)

and)

United Steelworkers of America,)
Local Union 1010)

Grievance No. 6 - 6 - 13

EVIDENCE SUBMITTED TO THE ARBITRATOR

A. From the Union:

The Union submitted a 2 page brief, 4 exhibits and verbal arguments (pages 3 - 14 of the transcript)

In the opinion of the arbitrator the brief submitted by the Union and supported by their four (4) exhibits and verbal arguments can be summarized as follows:

1. That the job of Water Tender, Springfield Boiler House, (37-0507) should be changed in title to Assistant Engineer.
2. That the parenthetical sentence: (Must be qualified to perform duties of an engineer) included in the primary function of the job description of the Springfield Boiler House Water Tender (37-0507) is, of itself, sufficient basis for the coding of the Water Tender in the same level and degree of each factor as the Engineer (37-0506).
3. That three factors of the job classification of Water Tender, Springfield Boiler House, should be changed as follows:

	<u>Present Coding:</u>	<u>Unions desired coding</u>
Material	3-B-5	3-C-9
Avoidance of Shutdown	3- B-4	3-C-6
Safety of Others	3-B-2	3-C-3

B. From the Company:

The Company submitted a 5 page brief, 7 exhibits (Exhibit G was mailed to the arbitrator since no extra copies were available at the time of the hearing) and verbal arguments (pages 14 - 75 of the transcript) These considerable data submitted by the Company not only covered the specific contentions put forth by the Union in their brief, but also supported the coding of all factors in the classification of the job of Water Tender, Springfield Boiler House (37-0507)

BASIS OF ARBITRATORS DECISIONS

The arbitrator carefully studied all briefs and exhibits submitted to him as well as reading and analyzing the transcript of the hearing before coming to a decision. The arbitrators decisions were carefully thought out after referring to these data and applying them to his experience and background in Job Classification.

In this connection the arbitrator refers to a previous arbitration between Inland Steel Company and Local 1010, United Steel Workers of America (C.I. O.) before Merle D. Schmid, arbitrator, submitted August 15, 1950. Section No. 3 of that decision, "Interpretation and Application of Job Classification Manual and Conventions", is basic in the opinion of the arbitrator and has been considered in current arbitration where applicable.

ARBITRATORS DECISION IN REFERENCE TO A TITLE CHANGE FOR JOB 37-0507

The Unions contention the title "Water Tender, Springfield Boiler House" (37-0507) should be changed to Assistant Engineer is denied.

In the theory and practice of Job Classification, Job titles at best are merely convenient words that makes for easy identification of specific jobs in every day conversation. Almost without exception Job Classification plans provide for some type of index numbers to specifically, and without possibility of error, identify each separate job classified.

The changing of a job title, without changing of the job duties would in no way effect the job classification for that job.

In view of the above considerations, and since president has been to call the job with index number of 37-0507 "Water Tender", no possible good could occur to either the Union or the Company by changing the job title.

ARBITRATORS DECISION IN REFERENCE TO INTERPRETATION OF THE WORDING OF THE
PRIMARY FUNCTION OF THE JOB DESCRIPTION OF JOB 37-0507

The Unions contention that the parenthetical sentence "(Must be qualified to perform duties of an Engineer)" included in the primary function of the Job Description of the Springfield Boiler House Water Tender (37-0507) is, of itself sufficient basis for the coding of the Water Tender in the same level and degree of each factor as the Engineer (37-0506) is denied.

In the theory and practice of job classification it is a common procedure to inter-relate job pre-requisites within a promotional sequence of jobs. Take for example a series of six jobs A -- B - C - D and E, Job "A" being

the highest grade job and job "E" the lowest grade. It is commonly required that to advance from job "E" to "D" the applicant must have those native characteristics required of Job "C". This is usually made a part of the job requirements of job "D" so that new incumbents on job "D" can after acquiring skill and experience, qualify for further promotion to job "C".

Similarly an applicant to advance from job "D" to job "C" must have those native characteristics required of job "B", and job "C" should require these characteristics as part of the job pre-requisites.

In like manner job "B" should require the native characteristics of job A in its job pre-requisites.

Under this type of a promotional sequence of jobs in a series it would be proper to place a parenthetical statement in the primary function of the job description to the effect "Operator of job B must be qualified to perform duties of Job A"

Job Classification systems vary in the detail to which they are able to separate native and acquired characteristics required of the operator as job pre-requisites. In practice no job classification plan or job evaluation plan, to the best of the arbitrators knowledge, is able to entirely separate "Native" from "Acquired" characteristics as required of the operator to qualify for the job.

In the Inland Steel plan those factors that come closest to measuring "Native characteristics" are: *

* See: "Arbitration for the final conclusion of the Wage Inequity Program between Inland Steel Company and Local 1010, United Steelworkers of America (C.I.O.) before Merle D. Schmid Arbitrator, August 15, 1950" Section No. 3 "Interpretation of Manual" pages 8, 9, 11, and 12.

1. Physical Strength
2. Muscular coordination
3. Quickness of comprehension
4. Mental Stability

It is of interest to note that the Water Tender, Springfield Boiler House (37-0507) and the Engineer, Springfield Boiler House (37-0506) have been coded identical in these 4 factors in Inlands Job Classification plan.

ARBITRATORS DECISION IN REFERENCE TO RAISING OF FACTOR CODINGS

The Unions contention that three factor codings for the Water Tender, Springfield Boiler House (37-0507) should be raised as follows:

Material	from 3-B-5 to 3-C-9
Avoidance of Shutdown	from 3-B-4 to 3-C-6
Safety of Others	from 3-B-2 to 3-C-3

is denied in its entirety.

In the opinion of the arbitrator the Unions case as presented in their brief and as supported by their exhibits and verbal arguments was based on three contentions:

1. The inclusion of the parenthetical sentence "(Must be qualified to perform the duties of an engineer)" in the primary function of the Job description is, of itself, reason for coding this job the same as the Engineer.
2. Union Exhibit No. 4 proposes to show that jobs throughout the plant in promotional sequence such as the Water Tender, - Engineer are 2 jobs classes apart, but since the Water Tender, Springfield Boiler House (37-0507) is 4 job classes below the Engineer, Springfield Boiler House (37-0506) he is classified in error and should be raised by 2 job classes.
3. That the installation of 6 gas burners in each of 4 boilers in the Springfield Boiler House in September 1947 sufficiently raised the work load of the Water Tender, Springfield Boiler House (37-0507) to justify increased codings of some factors, and thus increase the job class for the job.

The arbitrator has already given his detailed reasons for denying the first of these 3 contentions (see pages 3, 4 and 5)

The second contention by the Union, namely that the Water Tender should be 2 job classes and only 2 job classes below the Engineer begs the question.

The arbitrator calls attention to section 3 of the Wage Rate Inequity Agreement between the parties which states in part:

"It is agreed that all jobs within the bargaining unit shall be classified in accordance with a comparison of specific job content using methods approved by the parties hereto, which involve consideration of the training, skill, responsibility, effort and working conditions required by each job with the intent to:

1. Group jobs having substantially equivalent content regardless of department or location within the plant.

The general theory and practice of Job Classification, as well as the section 3 of the Wage Rate Inequity Agreement between the parties just quoted above, is based on the use of techniques approved by the parties in question to "... resolve each job systematically and to classify it accurately into a frame of reference which will reflect the proper value of the job in relation to all other jobs in the general wage structure.**

The Inland Steel Wage Rate Inequity Agreement sets forth in a detailed procedure (in appendix 2) for the classification of jobs at Inland Steel.

This procedure together with the interpretation of the manual as set forth in section 3 of a previous arbitration establishes ** beyond a shadow of a doubt to the techniques to be used to classify jobs at Inland Steel Company

* See: Job Evaluation and Wage Incentives by Carl C. Harrington, et, al. Conover- Mast Publications, New York 1949. Page 3

** See: "Arbitration for the final conclusion of the Wage Inequity Program between Inland Steel Company and Local 1010, United Steelworkers of America- (C.I.O.) before Merle D. Schmid Arbitrator, August 15, 1950" Section No. 3 "Interpretation of Manual" pages 1 - 25.

The mere fact that jobs within certain promotional sequences may have been evaluated 2 job classes apart has no connection whatsoever with the relative job classes or number of job classes between jobs in other promotional sequences.

Apart from the well defined techniques of classifying jobs at Inland Steel Company, to reason that the Water Tender, Springfield Boiler House should be 2 job classes and only 2 job classes below the Engineer because of the Union Exhibit No. 4 would be to be guilty of a fundamental error in logic i.e. The Fallacy of composition - "A fallacy in which what is true of a part, is on that account alone, alleged to be also true of the whole."

Although the arbitrator does not have the data available it is very likely that if a study were made of all the jobs at Inland Steel Company many instances could be found of jobs in promotional sequences that are not 2 job classes apart but 1, 3, 4 or 5 or more job classes apart.

ARBITRATORS REASONING IN REFERENCE TO INCREASED WORK LOAD

The third contention of the Union (that the change of work load on the Water Tender by the addition of gas burners in the furnaces justifies a raise in the job classification) requires a detailed analysis by the arbitrator. This is required since the basic theory of job classification is to resolve each job accurately into a frame of reference which will reflect the proper value of each job in relation to all other jobs in the general wage structure.

If a job in arbitration were to have had a change in job duties sufficiently extensive to change the classification of that job (as alleged by the union of the job of Water Tender, Springfield Boiler House [37-0507] it is

obviously a duty of the arbitrator to examine and rule on the extent to which, if any, the change in job duties should change classification of that job.

Furthermore this is a requirement placed on any arbitrator working under the Wage Rate Inequity Agreement between Inland Steel Company and United Steelworkers of America (C.I.O.)^u since this document states in part in Section No. 3.

It is further agreed that the evaluation of the various job classifications shall serve only as the basis for assigning the jobs to properly related job classes, and that when, and if, from time to time the Company establishes a new job, or changes the content of an existing job so as to change the classification of such job under the Standard Base Rate Wage Scale set forth in Appendix 3 hereto, such new or changed job shall be evaluated and assigned to a properly related job class."

Comparing the Union Exhibit No. 2 with Company exhibit G the change in job duties on the Water Tender, Springfield Boiler House (37-9507) consists of the addition of the following duties:

Receives calls from Booster Station to take on~~x~~ or take off gas. Posts information in log book and decides which boilers to adjust or to put on or take off of gas. Shuts off gas, adjusts firing, or lights gas by manipulating gas valves and burner cocks. Adjusts fan and stoker feeds to balance cool combustion with gas. Continually observes manifold pressures and adjusts gas consumption to maintain line pressure within predetermined range.

FACTS OF THE CASE

As pointed out in both the Union and Company briefs submitted to the arbitrator and as brought out in verbal testimony before the arbitrator:

In September 1947, the Inland Steel power and Steam department installed six (6) gas burners and six (6) gas valves on each of four (4) boilers in the Springfield Boiler House.

A subsequent review by the company of the occupation of Water Tender in the Springfield Boiler House (37-0507) resulted in a slightly revised job description, but no change in the job classification. The description and classification was presented to the Union on December 28, 1950 and the Union agreed to it's installation on February 12, 1951. The effective date of the description and classification was September 9, 1947.

By their evidence submitted (see Union Exhibit No.2) and under cross examination by the arbitrator (see page 77 of transcript) the Union admitted that the Job Description was correct and that they were only contesting the factors of material, avoidance of shut down, and Safety to others.

THE QUESTION BEFORE THE ARBITRATOR

The major question of this arbitration therefore can be simplified to:

Considering the job content of the Water Tender, Springfield Boiler House (37-0507) as put forth on Union Exhibit No. 2; are the factors of material, Avoidance of shut down, and Safety to others correctly evaluated by the Company or is the unions contention that they should be raised correct?

This position taken by the arbitrator is substantuated by Section 2 of the Wage Rate Inequity Agreement between the parties which states in part:

"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 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 substantically changed."

ARBITRATORS ANALYSIS OF THE FACTORS

The arbitrator visited the Springfield Boiler House, the #2AC station, and the #3AC station on the afternoon of Tuesday June 16. He took particular pains to observe the methods of firing at each station and questioned men working as Water Tenders at each location as to their duties and responsibilities. From these personal observations and his experience in the theory and practice of Job Classification the arbitrator has come to the following conclusions.

MATERIAL:

The coding of 3-B-5 as presently assigned by the company is correct. The equipment worked with and attention and descretion necessary to fire the Boilers is comparable to that of Water Tenders #2AC station (36-0406) and (36-0412) and Water Tender #3AC station (36-0911) The Water Tenders of both #2 and #3 AC stations follow a practice of firing with coal and/or Blast Furnace Gas, or oil and/or Blast furnace gas and are comparable in job duties and responsibilities of the Water Tender at the Springfield Boiler who fires with coal and/or Coke oven gas.

AVOIDANCE OF SHUT DOWN:

The coding of 3-B-4 as presently assigned by the Company is correct. This coding is almost automatic for this type of job under the conventions used in evaluating all jobs at Inland Steel* Furthermore the comparable jobs of Water Tenders at #2AC and #3AC stations are all coded 3-B-4.

SAFETY OF OTHERS:

The coding of 3-B-2 as presently assigned by the Company is correct. As far as the responsibilities for the safety of others is concerned the job of Water Tender Springfield Boiler House (37-0507) is comparable to the Water Tender jobs at #2 AC station (36-0406) and (36-0412) and the Water Tender, #3 AC station (36-0911).

* See: "Arbitration for the final conclusion of the Wage Inequity Program between Inland Steel Company and Local 1010, United Steelworkers of America (C.I.O.) before Merle D. Schmid Arbitrator, August 15, 1950" Section No. 3 "Interpretation of Manual" page 24.

These comparable jobs are coded 3-B-2 and therefore the Water Tender, Springfield Boiler must be coded 3-B-2. *

CONCLUSION:

The arbitrator denies in its entirety the union claims that the job of Water Tender, Springfield Boiler House (37-0507) is not properly classified since the addition of new equipment, as set forth in Grievance No. 6-C-13 between United Steelworkers of America, Local 1010 and Inland Steel Company.

The Arbitrator therefore rules in favor of Inland Steel Company and substantuates the present classification (job class 12) of the Water Tender, Springfield Boiler (37-0507)


Merle D. Schmid

Signed June 26, 1953

* See: "Arbitration for the final conclusion of the Wage Inequity Program between Inland Steel Company and Local 1010, United Steelworkers of America (C.I.O.) before Merle D. Schmid Arbitrator, August 15, 1950" Section No. 3 "Interpretation of Manual" page 25.