

No 85

#3 Blast mill

Shaw-Walker

1407

ARBITRATION NO. 85

REPORT ON THE ARBITRATION BETWEEN

INLAND STEEL COMPANY
EAST CHICAGO, INDIANA

and

UNITED STEELWORKERS OF AMERICA
C.I.O. LOCAL 1010

on July 21, 1953

August 7, 1953

GEORGE & DIX
MANAGEMENT CONSULTANTS

ARBITRATION AWARD AND OPINION

This is an arbitration under the collective bargaining agreement of Inland Steel Company, East Chicago, Indiana, and United Steelworkers of America, C.I.O. Local 1010. It concerns Grievance No. 14-D-7, dated January 16, 1953.

The issue, as mutually agreed upon, is "whether or not the Company was in violation of Article V, Section 6(d), of the Collective Bargaining Agreement when it denied the Union's request for a revision of the job description and the coding of the following factors in the job classification for the No. 3 Blooming Mill Shear Tallyman occupation:

1. Quickness of Comprehension
2. Initiative
3. Mental Stability
4. Mental Exertion
5. Maintenance of Operating Pace."

The Article and Section of the Agreement above referred to reads as follows:

"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."

1. ORGANIZATION OF THE PROCEEDING

The undersigned, having been duly selected as the Arbitrator of this grievance, held a hearing in East Chicago, Indiana, on July 21, 1953. At the hearing both parties to the dispute submitted exhibits, testimony, and rebuttals. Ample time was given those present to present their arguments and replies. In addition, both filed briefs.

Present at the hearing were the following:

For the Union

Peter Calacci, Chairman, Grievance Committee
Joe Wolanin, Grievance Committee, No. 3 Blooming Mill
George Phelps, One of the Grievants

GEORGE & DIX
MANAGEMENT CONSULTANTS

For the Management

W. T. Hensey, Jr., Assistant Superintendent,
Labor Relations Department
L. R. Barkley, Divisional Supervisor, Labor
Relations Department
E. R. McGaughey, Assistant Superintendent,
No. 3 Blooming Mill
A. W. Grundstrom, Senior Wage Analyst, Industrial
Engineering Department
D. Dillman, Job Analyst, Industrial Engineering
Department
C. R. Grebey, Job Analyst, Industrial Engineering
Department
R. L. Smith, Assistant Superintendent, Industrial
Engineering Department

2. FACTUAL BACKGROUND

Quoting from the "Statement Submitted by the Inland Steel Company",
we copy and accept the following summarization of the facts of the case:

"In November, 1951, the Inland Steel Company provided additional production facilities at the #3 Blooming Mill to increase both the quantity and quality of the product processed by the Mill. The installation of new equipment made it necessary to consider the effect of the expansion program upon the #3 Blooming Mill occupational classifications and descriptions.

"The Shear Tallyman occupation was not affected until January 4, 1953, at which time a change in rolling operations became effective. Prior to this change in rolling operations, the Company made a review to determine how the job content (requirements of the job as to training, skill, responsibility, effort or working conditions) of the Shear Tallyman occupation would be affected. This review disclosed that the Shear Tallyman occupation would require a revision of job description, and the changed job description so affected the job content so as to require reclassification.

"The Company, in accordance with the provisions of Article V, Section 6 of the Collective Bargaining Agreement, set about to describe and classify the changed occupation. This work was completed and on December 16, 1952, the new job description and classification for the #3 Blooming Mill Shear Tallyman occupation was presented to the departmental grievance committeeman and a committee of employees. The new classification resulted in an increase of two (2) job classes, from job class three (3). (Old Shear Tallyman) to job class five (5) (New Shear Tallyman).

The parties met again on December 23, 1952, and January 6, 1953. Thirty (30) days expired from the date of original presentation (December 16, 1952) and the Union did not agree to the installation of the new #3 Blooming Mill Shear Tallyman occupational classification and description. In accordance with Article V, Section 6(D) of the Collective Bargaining Agreement, the Company installed the job classification and description and made them effective January 16, 1953. The base rate resulting from the job classification was applied retroactively to January 4, 1953, the date the rolling operation change became effective.

"The Company and Union failed to reach agreement on the new #3 Blooming Mill Shear Tallyman occupational description and classification and on January 16, 1953, the Union filed Grievance 14-D-7 contending that the #3 Blooming Mill Shear Tallyman occupation was improperly classified under the provisions of the Wage Rate Inequity Agreement, citing a violation of Article V, Section 6 of the Collective Bargaining Agreement. The grievance was processed in the First, Second, and Third Steps of the grievance procedure. No satisfactory settlement was reached and the grievance now comes before this Arbitrator in accordance with Article VIII, Section 2, Step 4 and Article V, Section 9 of the Collective Bargaining Agreement."

Introduced also as facts pertinent to the case was an historical presentation by the Union of the Wage Rate Inequity Program (concluded and signed on June 30, 1947) as it related to the former occupations, Shear Tally Boy (74-0426) and the Slab Inspector (74-0440). The original evaluation reversed a previously existing relationship between the two jobs and this precipitated a review of the resultant situation. It was smoothed out by an application of incentives to the Shear Tally Boy job.

The implications of the historical alignment and the prolonged arguments since the 1947 realignment, both have a bearing on the case today. Particularly is this true with respect to the Union's desire to see the revised occupation, Shear Tallyman (74-0426) placed higher in the wage structure than the revised job, Slab Checker (74-0440). The two occupations now are both in Job Class 5, both are paid the same incentive, and in June the average pay of the two stood at \$1.847 per hour.

3. CONTENTIONS OF THE UNION

The Union wants the occupation raised by a change in the evaluation of the aforesaid five factors as follows:

<u>Factor</u>	<u>Company Rating</u>	<u>Union Rating</u>
(1) Quickness of Comprehension	B--1	C--2
(2) Initiative	A--0	B--1

<u>Factor</u>	<u>Company Rating</u>	<u>Union Rating</u>
(3) Mental Stability	B--1	C--2
(4) Mental Exertion)	C--3	B--2
	A--2	B--4
(5) Maintenance of Operating Pace	<u>4B--7</u>	<u>4C--11</u>
Point Total of 5 Factors	14	22
(6) All Other Factors (No Dispute)	<u>28</u>	<u>28</u>
Point Total for the Job	42	50

The 42 points puts the job in Class 5 and the 50 points would put it into Class 7. The Union bases its case for the higher classification on a restatement of the Basis for Rating on each of the five factors. In the proceedings, the Union gave separate arguments for each requested factor revision, presenting the factor ratings of other occupations in the same department and sometimes in the same promotional sequence to serve as benchmark comparisons in substantiation of its request.

4. POSITION OF THE MANAGEMENT

The Management likewise detailed and documented its position in standing pat on its evaluation of the five factors. It challenged the Union in its revised Basis of Rating for each factor. Management representatives attacked the Union's presentation (pointlessly, so it seemed to the Arbitrator) wherein it quoted from unidentified text.

5. A FUTILE, NEEDLESS ARGUMENT

Entirely too much time was taken over an argument whether the Union had or had not indicated previous to the Arbitration how it wanted to change the Basis for Rating of the five factors. Only one fact emerged. The Union had not reduced to writing the revisions which were essential to substantiate its claims.

The Arbitrator several times took both parties to task on this score. In fact, he felt that the entire proceeding might have been avoided if:

- (1) The Union had made sure that the Management understood what it wanted and why, in words of one syllable, and (2) If the Management had simply requested or demanded and obtained a simple detailed wording of changes wanted in the Basis for Rating of the factors disputed.

Mutual agreements can only stem from mutual understanding. Arbitrations of this character, involving many days of preparation, hearing time, and award preparation are expensive on both parties. To say the least, the issues that provoke grievances should never get past the first two steps before both sides have all the pertinent arguments and contentions reduced to simple, understandable statements.

We were impressed by the tremendous volume of apparently needless paper work offered in preparation of the proceeding, not to mention the 246-page transcript by a court reporter. Needless, that is, because by cooperative, common sense action on the part of both parties, the grievance might have been settled without arbitration. Apparently the Union did orally state its case in a meeting on January 6th but both parties were negligent in not reducing the oral argument of that day to writing.

6. THE ARBITRATOR'S EVALUATION

The evaluation of a group of occupations in any organization is, at the best, a complicated procedure. It is a task wherein judgment in selection of factor degrees can easily be tempered by intimate knowledge and by personal bias. A committee, therefore, can ordinarily make better evaluations than an individual. A committee of insiders can do better than a lone outsider.

With full awareness of these facts we approach our award. The Arbitrator is cognizant of the difficulty and danger of making a single evaluation because he, in his selection of factor degrees, cannot be acquainted with all other job ratings. To him, each valid evaluation, accepted after individual study by both Management and Union, constitutes a new list of factor benchmarks.

The Arbitrator pioneered in job evaluation work in 1931. He has worked intimately with it in at least 50 different organizations and plants since that day. He, therefore, has approached this evaluation with the feeling that the parties in the arbitration hearing were his evaluation committee and he selects the best of their claims and arguments in making the five factor evaluations.

(1) Quickness of Comprehension

This element is defined as "a measure of the mental alertness and quickness of comprehension required by the conditions of the job." Whereas the Shear Recorder who directs the activities of the Shear Tallyman must "recognize irregularities and notify operators involved," the Tallyman must be able to understand the messages or information he transmits rather than to draw quick conclusions from the demands or incidents of the operation.

We, therefore, find with the Management in placing this factor in the degree B-1, with no change in points.

(2) Initiative

This element is defined as "a measure of the ingenuity, originality, inventiveness, or self-initiated activity required by the job." The Union contends that the Tallyman must "Cope with new or changing situations in operating procedure." We fail to see that

his occupation calls for the initiation of action. Other rating factors should compensate for the mental requirements of this job and we believe that the A degree description of "No particular demand" typifies the degree of initiative required.

We, therefore, accept the Company's rating of A-0, with no change in points.

(3) Mental Stability

This element is defined as "a measure of the degree of self-control and capacity for calm and deliberate action required by the conditions of the job." The Union quotes the words of the C degree of this factor, "Cool and deliberate carrying out of instructions in ordinary emergencies," to justify degree rating C-2. The Management selects the B-1 degree which of its own definition exemplifies the composure adequate to coping with intricate mechanical repairs. We submit that the mental stability required to deal calmly and properly with numerous individuals is greater than that necessary to handle repairs with due patience.

We, therefore, find with the Union and rate this degree C-2, thus increasing the factor rating by one point.

(4) Mental Exertion

This factor recognizes "the significance of the mental exertion required by the job being classified as this factor may affect the willingness of a worker to qualify for the job. This factor is used in a two-dimensional measurement. The two parties both accept the fact that part of the work requirement calls for mental exertion of Level 2, Normal Exertion, and part of it at Level 3, Above Normal Exertion.

The Union argued that the occupation was difficult to fill. The Management in reply pointed out how many area supervisors have risen from this occupation and were unwittingly building up a case for the mental exertion demands of the occupation. Strangely enough, the Management rates the factor 75% in Level 2 and 25% in Level 3 for a total of 5 points yet argues at the bottom of Page 17 and the top of Page 18, Company Exhibit E, that the mental exertion requirement is equal to that of the Heat Recorder who is rated 50% on Level 2 and 50% on Level 3 for a total of 6 points. This is the rating the Union wants and we accept it as proper.

We, therefore, find with the Union and place this factor rating at 2-B-2 and 3-B-4, or 6 points, thus increasing the factor rating by one point.

(5) Maintenance of Operating Pace

This factor establishes "the significance of failure by the worker to fulfill his responsibilities for maintenance of operating pace." The Management and Union both rated the job in the Level 4 which typifies jobs in sequential production operations like a rolling mill. By common consent the #3 Blooming Mill is in this classification.

Management has rated the job as Level 4 Degree B for 7 points and the Union, Degree C for 11 points. Much argument was presented by both sides. We must side here with the Management in its contentions that the real burden for maintaining the operating pace of the mill lies with the crew performing manual and mechanical rather than clerical work. We note two examples that we accept as valid benchmarks. The Shear Recorder, likewise clerical, is rated 4-B-7; the Manipulator who with the Roller sets the pace of the mill, is rated 4-C-11. We could not rate the Tallyman as equal to the Manipulator in this factor.

We, therefore, find with the Management and leave this factor rating at 4-B-7, with no change in points.

(6) Summation of Ratings

In summarizing the above five ratings, the Arbitrator in his action increases the Shear Tallyman Rating by two points as follows:

<u>Factor</u>	<u>Arbitrator's Rating</u>	<u>Increase</u>
1. Quickness of Comprehension	B-1	0
2. Initiative	A-0	0
3. Mental Stability	C-2	1
4. Mental Exertion	B-2 and B-4	1
5. Maintenance of Operating Pace	4-B-7	<u>0</u>
Total Increase		2

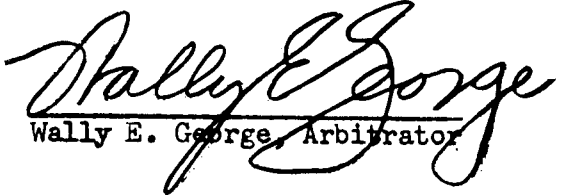
7. AWARD

In substance and mathematical result the two-point increase for the five disputed factors raises the Shear Tallyman (74-0426) point rating total from 42 to 44 points. This does not change the classification of the job in the wage schedule.

We do not find the Management in violation of Article V, Section 6(d) of the Collective Bargaining Agreement in denying the Union's request for a

revision in the rating of the occupation in question. We do censor them, however, for negligence in permitting a grievance to be processed through all steps of the grievance procedure without finding out what the basis of the Union's coding claims were.

The occupation of Shear Tallyman remains in Job Class 5.


Wally E. George, Arbitrator

August 7, 1953