



ARBITRATION AWARD

In the matter of the Arbitration between
INLAND STEEL COMPANY, Indiana Harbor Works,
and,
UNITED STEELWORKERS OF AMERICA, LOCAL 1010.

Grievance Number 20-D-3

before, Franklin G. Moore, Arbitrator, at the Inland Steel Company,
East Chicago, Indiana, on Tuesday, August 4, 1953.

APPEARANCES

For the Company

MR. T. G. CURE, Assistant
Superintendent, Labor
Relations Department,
MR. T. R. TIKALSKY, Divisional
Supervisor, Labor Rela-
tions Department,
MR. A. W. GRUNDSTROM, Senior
Wage Analyst, Industrial
Engineering Department,
MR. R. L. SMITH, Assistant
Superintendent, Industrial
Engineering Department,
MR. C. R. GREBEY, Job Analyst,
Industrial Engineering
Department,
MR. M. V. SCHILLO, Assistant
Superintendent, Stores and
Refractories

For the Union

MR. FRED A. GARDNER, Vice-
Chairman, Grievance Committee,
MR. JACK WILSON,
MR. DON BLACK,
MR. ROBERT MORGAN,
MR. CLAUDE MITCHELL

ARBITRATOR

Franklin G. Moore

The Dispute

The Union contends that changes have taken place in the job of "Truck Driver" (index 12-0209-11-12) in the Stores and Refractories department since the original rating was established and that the present rating is therefore incorrect. The present job title, description and rating were set up in 1948. It represented a consolidation into one title and rating of what had been tentatively set up as three separate jobs by the Company's Industrial Engineering department.

The Union lists the following specific changes which, it contends, justify changes in the rating of certain factors used in the evaluation of jobs (Tr. p. 8):

1. Radios in trucks.
2. Keeping time on coils, popcorn, sheets and breakdowns.
3. Addition of new and different kinds of trucks and trailers.
4. Mill has been enlarged and more trucks have been added since the installation of the old classification which brings about greater responsibility and more safety hazards to contend with.
5. Helpers have been removed from trucks 84-75-149-150-176 and the drivers have to perform both men's work.

The Union, in its grievance, filed January 22, 1943, contends that the Company has violated Article V Section 6 of the collective bargaining agreement by not giving recognition to the effect of claimed

changes. The Union further contends that the changes in the job of Truck Driver justify the following changes in ratings of the factors listed:

<u>Factor</u>	<u>Present Rating</u>			<u>Rating Requested in Grievance</u>		
	<u>Level</u>	<u>Degree</u>	<u>Points</u>	<u>Level</u>	<u>Degree</u>	<u>Points</u>
Physical Strength	1	C	2	1	D	3
Quickness of Com- prehension	3	C	2	3	D	3
Experience	2	B	4	2	C	6
Accident Exposure	3	C	7	4	C	10
Responsibility for Equipment Conser- vation	3	B	6	4	B	7
Responsibility for Safety of Others	3	C	3	3	D	5
Educational Require- ments	2	C	3	2	D	6

The Company contends that there have been no changes in job content which justify a change in the classification of the Truck Driver's job.

Discussion

In evaluating a job, it is customary to describe the work done, the description being written up in approximately the manner followed at Inland Steel. The evaluation itself is often done after making up a second type of description (as is done on the reverse side of

Inland's description sheet and titled "Job Classification") in which the job requirements of the various factors are set forth.

In the case of the job "Truck Driver" (index 12-0209-11-12), the driving of several varieties of trucks, handling various materials over various routes, has been combined into a single job title and has been given a single rate.

The description of duties is not a list of things done by the driver of any one truck. It includes the most important work done on several different truck driving jobs. Since truck drivers shift about, to some extent, from truck to truck, most of the drivers would, over a period of time, have to perform most of the work listed.

The rating given to job 12-0209-11-12 in 1948 was based on the "average" truck driving job, recognizing that such an "average" reflected the inclusion of some slightly above and some slightly below average jobs.

According to the Collective Bargaining Agreement the Arbitrator's power is limited to interpretation, application and determination of compliance with the Agreement. When new jobs are created or when old jobs change sufficiently to warrant a change in the classification, the Company is required by the contract to develop a new appropriate description and to rate the job accordingly.

The first question raised here is, has there been any change at all in the Truck Driver's job since 1948? If it has changed even a little,

then a second question is raised, has it changed so as to change its requirements as to training, skill, responsibility, effort or working conditions enough to change its classification? It should be noted that Inland Steel, in common with other steel companies, has many rather than few job classifications so that only small changes in the level or degree of factors will usually cause changes in the classification.

If the answer to the first question, "has there been any change at all in the job?" is negative, then the Arbitrator has no authority to do other than to disallow the grievance.

However, the Union has claimed and the Company has not denied that at least minor changes have occurred. Thus the second question, relating to the extent of the changes, is raised. Here, as in the first question, if the changes are so minor as not to have increased the requirements of the job as to training, skill, responsibility, effort or working conditions, the Arbitrator must disallow the claims for greater point ratings.

The Union has listed five specific changes which it claims have been made. The Company contends that at no time have (Tr. p. 30) "the Union Representatives or the employees been advised that the job content of this occupation has changed in any way so as to affect the job description or classification." It further contends (Tr. p. 31) that a review of the job content made by the Company after the filing of

grievance 20-D-3 "disclosed that there had been no change in the job content that would affect the occupation as to training, skill, responsibility, effort, or working conditions....".

The Company contends further that (Tr. p. 40) the Union did not claim, in Grievance 20-D-3, that the job description was not adequate and so the Company concludes that only the rating and not the description is in dispute. The Union contends (Tr. p. 112) that its list of alleged changed conditions constitutes a claim that the description of the job no longer fully describes it.

The job requirements of the Truck Driver job (Index 12-0209-11-12) being a composite of several unlike jobs may, unlike most jobs, change even though little change occurs in the description itself. The job description made up in 1948 was based on the average truck driver's job using the then existing trucks. Since 1948 the number of trucks has more than trebled and, according to the Union (Tr. p. 121), a considerable number of large trucks have been added. Besides more large trucks more variety has been added (Tr. p. 59). It is possible for the list of duties performed to continue to be reasonably accurate yet to have had a change in the job requirements of the average truck driver job.

The Arbitrator believes that because of the increased number

of trucks in use, their greater diversity, and the greater number of large trucks in use since 1948, there may have been, since 1948, a change in the average job of Truck Driver (Index 12-0209-11-12) which would change its requirements of one or more job evaluation factors. The Arbitrator, therefore, holds that he has the jurisdiction to decide the grievance on its merits as presented by the contending parties.

The Specific Claims

The Arbitrator has not considered the evidence submitted by the Union nor that submitted by the Company concerning the wage rates of Truck Drivers employed by organizations other than Inland Steel. Job Evaluation is a procedure whereby reasonably equitable job base rates within a company are established. The amounts paid by other organizations are not pertinent here. Nor, in fact, is the wage paid to Truck Drivers at Inland. The money value of any given point total is part of the general wage structure of the Company. The only question here is, "what is the proper level and degree for each factor in contention?"

1) Physical Strength. The Arbitrator holds that the removal of helpers or learners, whichever they may be, from five out of 98 trucks, with a consequent increase of the physical effort on the part of the

drivers of these five trucks is of insufficient importance to increase the physical strength requirements for the average Truck Driver's job enough to warrant increasing the rating to 1-D-3. The Job Classification Manual description for degree 1-C-2 appears to be proper for the job.

2) Experience. The Arbitrator holds that the fact that the Company is able to hire Truck Drivers with more than the minimum experience, and has done so, is insufficient evidence to support the contention that the experience requirements of the job have changed. If the experience of applicants hired were accepted as the measure of the job requirement, the Company, in hiring, would have to discriminate against applicants with lengthy experience. Were the truck driver's job being evaluated now for the first time the Arbitrator would feel that it might be appropriate to raise the question as to whether the 2-B or 3-C rating should apply. But since the 2-B rating was established in 1948, the Arbitrator has no authority to change it unless he finds that a corresponding change in the job requirements has occurred. Failing to find such a change he holds that the 2-B rating is proper.

3) Educational Requirements. The Job Classification Manual description of the "D" degree of significance for Educational Requirements (Union Exhibit 1 and Tr. p. 33) is as follows:

"Indispensable qualification since applicants would not be selected unless possessing this qualification to an exceptional degree."

Degree "C" is described as follows:

"Distinctly preferred qualification since applicants would usually

be expected to possess this qualification."

The Truck Driver's job, it is contended by the Union, should be given degree D because of the installation of two-way radios and the requirements of keeping a record of loads delivered, etc. (Union exhibit 12.)

The Arbitrator fails to see how the installation of the radio increases the educational requirements. In particular he fails to see how their installation on six trucks increases the average educational requirements for drivers of the 98 trucks.

The filling in of the record of the day's activity on a prepared form instead of turning in such a report on a slip of paper (Tr. 101) seems not to require any greater educational ability.

The Union contends that the ability to make out this report is an indispensable part of the job which, therefore, justifies a 2-D rating. The report to be turned in does not, however, call for the Truck Driver's possessing the ability to make out reports to an exceptional degree. The Union's contention seems to be more that the 1948 rating was wrong than that the job requirements have changed substantially.

In view of the fact that the change in the manner of reporting the day's work is so slight, the Arbitrator holds that the existing rating of 2-C-5 is proper.

4) Responsibility for Equipment Conservation. The Job Classification

Manual instructs job raters to consider the greatest possible damage per turn. From the evidence presented, the Arbitrator believes that the use of greater numbers of large and more costly trucks necessarily raises the Responsibility for Equipment Conservation. It is difficult to apply the manual instruction to consider the greatest possible damager per turn. If it had been intended that this figure should be the total repair costs divided by the number of turns worked, such a figure could have been submitted in evidence. Lacking such evidence, the Arbitrator feels that if 3-B-5 was the appropriate rating for this job in 1948, the substantial increase in the average value of the present equipment makes a higher rating appropriate. The description in the manual for level 3, degree B is no longer adequate and the description of level 4, degree B, more properly describes the present situation.

5, 6 and 7) Quickness of Comprehension, Accident Exposure and Responsibility for Safety of Others. The claimed justification for increased credit on these three factors is that there are more trucks, more plant workers and more dense traffic. The Company has not directly denied that there may be somewhat greater traffic density but contends that the Job Classification Manual definitions of the levels and degrees of these factors now in dispute are appropriate for today's conditions.

Because of some expansion in plant facilities since 1948, part of the increase in the number of trucks in use which has occurred would not increase the density of traffic since they operate over a greater territory. Similarly the substitution of trucks for rail movement of materials would increase the number of trucks but it would not in every

case increase the density of traffic on former roadways.

The Arbitrator believes that some increase in the density of traffic has occurred since 1948 but when he refers to the Job Classification Manual he finds that the change has been so little that the definitions of levels and degrees now used for these three factors are appropriate and finds that no change in the rating for these factors is justified.

Award:

The Arbitrator finds that the present ratings of 1-C-2 for Physical Strength, 2-B-4 for Experience, 2-C-5 for Educational Requirements, 3-C-2 for Quickness of Comprehension, 3-C-7 for Accident Exposure and 3-C-3 for Responsibility for Safety of Others are correct, but that the rating of 3-B-5 for Responsibility for Equipment Conservation is inadequate and that it should be changed to 4-B-7.

October 16, 1953

Los Angeles, California


Franklin G. Moore