

Arch no. 91

INLAND STEEL COMPANY
AND
UNITED STEEL WORKERS OF AMERICA, LOCAL UNION NO. 1010

GRIEVANCE NO. 6-D-1

DECISION OF ARBITRATOR

INTRODUCTION

The Management of the Indiana Harbor Works of the Inland Steel Company and Local Union No. 1010 of the United Steel Workers, CIO, having been unable to settle the Grievance No. 6-D-1, in accordance with Step No. 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 was submitted to the undersigned, as Arbitrator, on Wednesday, September 16, 1953. The hearing was held in the Conference Room of the Inland Steel Company,

Mr. R. L. Smith, Assistant Superintendent, Industrial Engineering
Mr. T. G. Cure, Assistant Superintendent, Labor Relations
Mr. L. R. Mitchell, Division Supervisor, Labor Relations
Mr. C. R. Grebey, Jr., Industrial Engineering
Mr. W. A. Grundstrom, Industrial Engineering
Mr. F. Thanos, Assistant Superintendent, Power and Steam Department,
representing the Company, and
Mr. Joseph B. Jeneske, International Representative
Mr. F. B. Hughes, Grievance Committeeman
Mr. J. H. Street, Aggrieved Employee,
representing the Union.

ISSUE

The question to be decided in the subject case was whether or not the Company was in violation of Article V, Section 6, of the Collective Bargaining Agreement when it denied the upward revision of the classification and base rate for the occupation of No. 3 Open Hearth Sub-station Operator of the Power and Steam Department.

Article V, of the Agreement deals with "Wages", and Section 6 thereof states that:

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 of 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 shall 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.

BACKGROUND OF THE CASE

In 1951, the Company started work on extending the Open Hearth facilities by four additional Open Hearth furnaces to a new building known as the No. 3 Open Hearth Shop.

Preliminary to the operations and in preparation of a work force and rate structure, the Industrial Engineering Department drew up Descriptions and Classifications for some 60 occupations.

One of these occupations was the No. 3 Open Hearth First Substation Operator. A rough draft of the Description and Classification of this job was written and dated "September, 1951".

In December, 1951, the rough draft of the description prepared in September, 1951, was checked against existing bench-mark occupations and similar jobs in the Company. A new Job Description and Classification was prepared and dated "December, 1951".

On May 28, 1952, before the construction was entirely complete, employees for the Substation were assigned to the No. 3 Open Hearth and carried as Operator Repair Men - Job Class 10. The Substation was not in operation at this time and consequently the employees mentioned were not carried as Substation operators.

On August 19, 1952, a rate presentation was held at which time a member of the Company's Industrial Engineering Department, substituting for the man who had originally described the job, erroneously presented the "September, 1951" rough draft Classification to the Union rather than the revised "December, 1951" Classification.

On the basis of an error discovered in the totaling of the number of points on the September, 1951 Classification, the Union challenged the evaluation and submitted a

Classification of their own. The Company agreed to review the factors in dispute.

At a later date the Company revised the December, 1951, Description and Classification and issued, and evidently presented to the Union, a Job Description and Classification dated August, 1952. The exact date when the August, 1952, Classification was given to the Union was not recorded.

On September 20, 1952, the Union agreed to the installation of the new Description and Classification for this occupation, but reserved the right to file a Grievance in accordance with the provisions of Article V, Section 6 (d) of the Collective Bargaining Agreement. The Description and Classification at that time in the hands of the Union was the Description of the latest revision dated August, 1952. This Description was made retroactive to May 28, 1952, by agreement with the Union.

On September 25, 1952, the Union filed a Grievance, No. 6-D-1, requesting an upward revision of the Classification and Base Rate (by implication), charging 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 was brought before me, as impartial Arbitrator, in accordance with the provisions of Article VIII, Section 2, Step 4, and Article V, Section 6, of the Collective Bargaining Agreement.

POSITION OF THE UNION

1. The Union based its entire presentation and arguments on the original Classification dated September, 1951. They did this because they contend they did not get a copy of more up-to-date descriptions until "quite recently".

2. The Union did not agree with the September, 1951 Description and Classification when it was presented on August 19, 1952, but more significantly noted an error in the addition of number of points. The point total shown was 70, whereas it should have been shown as 71. The addition of this one point was sufficient to place it in the next higher job classification than the one indicated.

3. When the Union called the Company's attention to the error, the Company contended that the September, 1951 Description had been presented in error and issued revised Descriptions.

4. The Union contends that when the Company compared Job Descriptions with other jobs in the shop, the Company rationalized their point values and descriptions, working backward, as-it-were, from the 70 point total they needed, to keep the job in the lower class. Factor descriptions were juggled to fit the desired results.

5. The Union questions the "basis of rating", the "level or elements", the "degree" and consequently the point values on the following factors and contends that their suggested values represent more closely the true measure of those factors for the job in question:

	<u>Company Value</u>	<u>Union Value</u>
Quickness of Comprehension	1-	D-3
Mental Stability	C-1	D-3
Education	3-A-1	4-D-12
Accident Exposure	2-E-1	3-D-10
Avoidance of Shutdown	3-B-4	4-C-11
Safety of Others	3-B-2	4-B-4

6. The Union has applied the Job Evaluation technique and has attempted to rate this job on the basis of the factors as they are described in the Job Evaluation Manual. In so doing and because they presumably have no access to the descriptions on other jobs, the Union has not compared descriptions and point values on comparable jobs.

7. The Union further holds that the coding and point value for the factor "Physical Exertion", as it appeared on the September, 1951 Description, was correct and should not have been changed by the Company.

8. In addition to the 6 factors questioned in No. 5 above, the Union questions the adequacy of point values allowed for the factor "Maintenance of Pace." It is the Union's contention that the requirements of the job relative to the factor "Maintenance of Pace" have changed since the third step of the Procedure has been applied to this Grievance. Accordingly, the Union believes that there now is a basis for changing the coding for this factor from the present 4-B-7 to 4-C-11.

POSITION OF THE COMPANY

1. The Company contends that the Job has been properly classified under the procedures of the Wage Rate Inequities Agreement and denies that there has been a violation of Article V, Section 6, of the Collective Bargaining Agreement.

2. The Job Description and Classification in question is not that dated September, 1951, but rather the most recent revision of that Description and Classification, which is dated August, 1952, and supercedes the Description dated December, 1951.

3. The Company further contends that the Union was given copies of each of these Job Description revisions as evidenced by the fact that the "Final Disposition of Wage Study", issued on September 20, 1952, states that "F. Hughes, Grievance Committeeman, agreed to the installation of Classification and Rate with the reservation of his right to grieve.... His agreement to install the Rate and Classification of the Substation Operator covers the latest revision dated August, 1952" This Final Disposition of Wage Study indicates that Mr. F. Hughes, Grievance Committeeman, received a copy of this form and the Company contends that if it had not been correct, then the Union should have so indicated at the time.

As further evidence of the fact that the Union had been notified of the revisions in the Job Description, the Company submits Mr. R. E. Hoover's Third Step Answer to the Grievance in which Mr. Hoover, then Superintendent of Labor Relations, states that "The Grievance Committeeman agreed to install the August, 1952 edition of the Description and Classification (with his right to grieve them specifically reserved), so that this Grievance now applies to this last edition." Copies of this Third Step Answer were sent to the Union, represented by Mr. F. Hughes and Mr. J. Street, No. 19198, Member Aggrieved Group.

4. The Statement of Grievance filed by the Union contains no statement of opposition to the Job Description. The Union has asked for an increase in the Classification by "implication". However, there is no request in fact or by implication for a revision of the Job Description.

5. Prior to the Arbitration hearing, the Union failed to reduce into writing factors that are in dispute and reasons why any of the 18 factors of the Classification should be increased.

6. In the Third Step of the Grievance procedure, the Union held 7 factors in dispute as opposed to the 6 factors presently being disputed.

7. In their hearing presentation, the Union requests increases of more than 18 points in the evaluation. This would raise the Job from Class 12 to Class 18, which is the same class as that assigned the First Switchboard Operator No. 1 AC and the First Switchboard Operator No. 3 AC. This would seem to indicate that the jobs are similar in nature having substantially the same demands for skill and responsibility. This is not the case, however. The First Substation Operator No. 3 Open Hearth is a job very similar to the First Substation Operator No. 1 Open Hearth and, as Section 3 of the Wage Rate Inequity Agreement requires, the First Substation Operator No. 3 Open Hearth was classified with the intent to group jobs having substantially equivalent content regardless of department or location in the plant.

8. The Job Classification for the First Substation Operator No. 3 Open Hearth has served the purpose of assigning the job to properly related Job Class in relation to higher and lower jobs within the departmental sequence.

9. The two jobs, First Substation Operator No. 3 Open Hearth and First Substation Operator No. 1 Open Hearth are in the main identical and are properly grouped.

10. The Company contends that the job of Substation Operator No. 3 Open Hearth has been accurately described and fairly evaluated on the most recent Job Description and Evaluation dated August, 1952.

11. Having been carefully analyzed, and, after two revisions, fairly evaluated, the point values allowed for each of the factors are adequate for the job and also equitable with similar jobs having substantially the equivalent content.

12. The question of the adequacy of the coding applied to the factor of "Maintenance of Operating Pace" is not correctly before the Arbitrator, because it is a contention made after the negotiation stages of the Grievance, and as such has been ruled by leading Arbitrators as not having exhausted the possibilities of settlement by negotiation.

DISCUSSION

1. The first question to be settled is that of which Job Description is the one correctly under discussion at this arbitration.

The Company contends that it is the currently effective Description, dated August, 1952, which is under arbitration. Because they presumably had not received copies of subsequent Descriptions, the Union contends that it is the original Description, dated September, 1951, which is the basis for the arbitration.

In view of the fact that:

(a) the Union, through the Grievance Committeeman, F. Hughes, received copies of the "Final Disposition of Wage Study", dated September 20, 1952, which report specifically states that "his agreement (Mr. Hughes) to install the rate and classification of the Substation Operator covers the latest revision dated August, 1952, so that no formal presentation is necessary", and

(b) because the Union also received copies of the Third Step reply in the form of a letter from Mr. R. E. Hoover, the then Superintendent of Labor Relations, which letter specifically states that ".... the Grievance committeeman agreed to install the August, 1952, edition of the Description and Classification (with his right to grieve them specifically reserved), so that this Grievance now applies to this last edition", and

(c) because the Union did not note these references to the August, 1952, Description as errors,

therefore, I hold that it is the August, 1952, Job Description and Classification with which we are concerned at this Arbitration.

2. The second question to be settled is that of which factors are in dispute. In the Third Step of the Grievance procedure the Union held 7 factors in dispute. These factors were:

- 1) quickness of comprehension
- 2) mental stability
- 3) education
- 4) physical exertion
- 5) accident exposure
- 6) avoidance of shutdown
- 7) safety of others

They are the factors upon which the Company prepared its arbitration hearing statements.

However, in its arbitration hearing statement, the Union presented arguments purporting to show that the factors which had been incorrectly rated are the following:

- 1) quickness of comprehension
- 2) mental stability
- 3) education
- 4) accident exposure
- 5) avoidance of shutdown
- 6) safety of others
- 7) maintenance of operating pace

It will be noted from the above list that some time between the Third Step of the Grievance and the arbitration hearing, the Union has dropped its questioning of the "Physical Exertion" factor but added another factor "Maintenance of Operating Pace".

Inasmuch as 7 factors listed by the Company were revealed as a part of the Third Step of the Grievance procedure, both the Company and the Union have had sufficient time to prepare evidence in support of their position on these factors. In presenting their evidence, the Union did not question during the arbitration hearing the Company coding applied to the factor of "Physical Exertion". From this I presume that the Union is not questioning the coding applied to this factor and consequently agrees with the coding applied by the Company.

The factor of "Maintenance of Operating Pace" was not questioned by the Union until the arbitration hearing. Because this factor was not questioned before the time of the hearing, the possibilities of settlement by negotiation, as provided by the Agreement, had not been exhausted.

In all other instances of which I found record, arbitrators have held that such contentions made after the negotiation stages of the grievance, are not properly a part of the arbitration. Therefore, I hold that a ruling on the adequacy of the coding applied to this factor is not within my jurisdiction.

Accordingly, the factors upon which a ruling will be given are as follows:

- 1) quickness of comprehension
- 2) mental stability
- 3) education
- 4) physical exertion
- 5) accident exposure
- 6) avoidance of shutdown
- 7) safety of others

In justifying their contention that the improper coding had been applied to each of the above factors, the Union has attempted to apply the Job Evaluation technique to the job of Substation Operator No. 3 Open Hearth alone, irrespective of this job's relationship to other similar jobs in the plant.

Job Evaluation is not an exact science. Even such terminology as "seldom", "occasionally", "frequently", and "constantly", are in their final analysis only relative terms, which must be interpreted in the light of experiences on similar jobs. The Company's own Job Classification Manual states that "the plan of Job Classification discussed in this Manual is a simple blend of both the point rating and job comparison methods for determining the relative values of production and maintenance jobs for the purposes as follows: 1. Placing their job in their proper value relationship...."

Almost any job in any plant, upon being evaluated separately, could, by stretching a point here or there, be given an additional point or two in the evaluation. The point values applied to a job for any factor have significance only insofar as they indicate a relative value of that job in comparison with other jobs within the plant.

After a visit to the job site, which included an interview with the operators on both the Substation Operation No. 3 Open Hearth and Substation Operation No. 2 Open Hearth, and after a careful study of all the factors brought out in the hearing and the mutually agreed upon post-hearing statements, I conclude the following:

Quickness of Comprehension

On this factor the Union contends that the Company did not consider the highest element under this factor that the inherent nature of a Substation Operator's job requires. They cite that he is alone on duty in the building and in the event of an emergency would have to rely on his own quickness of comprehension to take positive action in correcting an emergency. Therefore, the Union holds that the element description listed in the Job Classification Manual, which reads "ability to size up emergencies not covered by specific instructions and to act quickly or give instructions to others", more accurately describes the requirements of this job and they request a D-3 coding.

The Company contends that their description of "recognized source of trouble to correct" is the appropriate description and that a C-2 coding, which the Manual describes as "ability to recognize minute differences quickly and precisely" is sufficient. Furthermore, the Company contends that the Substation Operator No. 1 Open Hearth is a job almost identical to the Substation Operator No. 3 Open Hearth. The coding applied to this similar job is C-2 and the Company would consequently be unfair to the Substation Operators at the No. 1 Open Hearth, as well as to the employees on some 2300 other jobs in the mill if this one occupation were evaluated beyond its relative worth. On the basis of comparison with other bench-mark jobs as listed in the Job Classification Manual, the C-2 coding is sufficient.

Decision

On the basis of the evidence presented and the similarity between this job and Substation Operator No. 1 Open Hearth, I hold that the C-2 coding is sufficient and the request for an increase to the D-3 coding is denied.

Mental Stability

The Union contends that because of the inherent requirements imposed upon a Substation Operator by reason of being the sole person in the Substation most of the time, the description "Dependability in extreme emergencies in action without specific instructions either individually or in direction actions of others" is a more suitable description. Consequently they request a D-3 coding.

The Company contends that the description as found on the Job Classification "Cool and deliberate during power interruptions" is adequate for the job, especially in the light of the fact that the First Substation Operator in Plant No. 1 has been given the same description and the corresponding equivalent C-2 coding. They hold, furthermore, that the jobs of First Switchboard Operator No. 1 AC, First Switchboard Operator No. 3 AC, and First Switchboard Operator No. 2 AC require considerably more mental stability not at all in keeping with that required on the Substation Operation No. 3 Open Hearth. Consequently they feel that the C-2 coding applied is sufficient.

Decision

Based upon the evidence presented, I hold that the C-2 coding is sufficient and the request for the increase to D-3 coding is thus denied.

Education

The statement of the Union with respect to this factor contends that the main and most important part of the basis of rating clearly falls under the highest educational requirements factor which is "Ability to understand and apply practical working knowledge of chemistry, physics, mechanical drawing, descriptive geometry, or know skills or crafts ordinarily acquired only by special preparation either at post high-school extension courses or independent study." This classification indicates a point value of 4-D-12.

The Company believes that the description "Understands essentials of electricity and power distribution, interprets prints and directs others", which is identical for the job in question, in the First Substation Operator Plant No. 1 and in the Second Switchboard Operator No. 3 AC. The Company further believes that this description parallels quite closely the description listed in the Job Classification Manual and described as "Ability to understand and follow complicated technical instructions and drawing involving accurate taking-off of quantitative data. Requires the equivalent of two years and preferably four years of high school with manual training emphasis," which description requires a 3-D-9 coding.

The two jobs of First Substation Operator Plant No. 1 and Second Switchboard Operator Plant No. 3 AC are essentially the same jobs as the First Substation Operator No. 3 Open Hearth. To place the job in question in the highest level and the highest degree, 4-D-12, would be unfair not only to the employees in jobs carrying this particular coding, but also to employees in other jobs carrying a lower coding. Consequently the Company believes that the 3-D-9 coding is sufficient.

Decision

The evidence presented indicates that the job in question has been compared for the factor of education with other similar jobs and, on the basis of such comparison, indicates that it has been properly classified when it is coded as 3-D-9. Consequently the request for an increase to 4-D-12 is denied.

Physical Exertion

Although the rating applied to the factor of Physical Exertion was at one time questioned by the Union as a part of the Third Step in the Grievance Procedure, at the arbitration hearing the Union presented no evidence to indicate that they were in disagreement with the 2-A, 3-A, and 1-B-3 coding which the Company has applied to this factor for the job in question.

Decision

Inasmuch as the Union offered no evidence to indicate that there was any disagreement with the Company's evaluation, I must conclude that the Union is in agreement with the rating which has been applied, namely, 2-A, 3-A, and 1-B-3.

Accident Exposure

The Union contends that the No. 3 Open Hearth Substation Operator is exposed to danger of electrocution and should therefore qualify under the factor description "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 observed in the plant." This would require a 3-D-10 coding.

The Company contends that on the basis that the Substation Operator No. 3 Open Hearth has essentially the same likelihood and frequency of exposure to accident hazards as First Substation Operator Plant No. 1., Second Switchboard Operator No. 3 AC, First Switchboard Operator No. 1 AC, First Switchboard Operator No. 3 AC, First Switchboard Operator No. 2 AC, all of which carry a 2-D-6 coding; therefore, the job in question should merit the same classification for this factor.

Decision

Because of the similarity of jobs which have been classified in the 2-D-6 category, I hold that the rating as applied by the Company is equitable and that the request of the Union for a 3-D-10 rating is denied.

Avoidance of Shutdown

The Union contends that the No. 3 Open Hearth furnaces are isolated electrically from the rest of the plant and are totally dependent upon the No. 3 Open Hearth Substation to supply electric power. This job interdependence between the No. 3 Open Hearth and No. 3 Open Hearth Substation and the effect of shutdown that applies to these jobs, qualify the Substation Operator under the Fourth Level at "C" degree, which classification merits 11 points and may be described as "Job characterized by interdependence with others in an integrated series of sequential production operations of broad scope, i.e., large and complex combinations of units, such as a blast furnace or rolling mill," and "Failure of worker to perform fully his responsibilities would cause shutdowns of serious proportions affecting overall production of a department."

The Company, on the other hand, contends that the same method of determining the level and the degree has been applied to this job in this instance as it has to each of the other 2350 jobs in the Mill. Consequently the same approach has been used and on the basis of its use the classification of a 3-B-4 coding is sufficient. The description applied by the Company for the level of job interdependence and affect of shutdown is as follows: "Job characterized by interdependence with others in an integrated series of sequential production operations of limited scope, i.e., large individual units such as an Open Hearth furnace", and "Failure of worker to perform fully his responsibilities would cause shutdowns of significance to all jobs in the series." Furthermore, under the degree of "B" "Responsibility for performing duties requiring the exercise of some discretion and initiative within limits provided by general operating and maintenance instruction, i.e., operate machines on repetitive work where shutdowns are fairly easy to avoid, or perform routine mechanical adjustments on maintenance tasks."

Decision

Based upon the evidence presented and in the interest of consistency in the application of the Job Evaluation technique for this factor to the other almost identical and similar jobs, as well as unrelated jobs, I hold that the Company has fairly and judicially applied the Job Evaluation technique and that the Union's request for a coding of

4-B-11 is denied.

Safety of Others

The Union agrees with the degree of responsibility rating which the Company has applied to this job, but believes that the likelihood of exposure should be "Frequent", and the seriousness of the injury "Permanent". On the basis of this contention the Union requests a coding of 4-B-4.

The Company lists as a basis for rating "Cautious to avoid closing circuits or starting equipment before others are in clear" and qualifies the basis of rating under the following level: "Likelihood of exposure occasional and seriousness of injury permanent."

Decision

As previously stated in the discussion, the Job Evaluation technique uses relative terms. In this instance the relative terminology involves "Occasional", "Frequent", or "Constant". The difference of opinion between the Union and the Company on this job for this particular factor involves the difference between "Frequent" and "Occasional", the Company contending that the operator on this job is responsible for the safety of others only occasionally, while the Union believes that an exposure of others on this job even once a week or oftener implies a "frequent likelihood of exposure." Rather than argue the merits on the basis of relative terms, such as "Occasionally" and "Frequent", it behooves us to go back to the fundamental concept of Job Evaluation, which is that of a comparison of jobs.

If we use this basis and determine how other identical or similar jobs have been rated on this factor, we find that no less than six other identical or similar jobs have been given a 3-B-2 rating.

On the basis of this evidence I conclude that the Company's rating has been equitable and that the Union's request for an increase to a 4-B-4 rating should be denied.

/s/ S. J. Fecht
S. J. FECHT, ARBITRATOR

April 26, 1954