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Arbitration Award on Grievance No. 14-D-9
Between
Inland Steel Company and
United Steelworkers of America, Local 1010

Rendered by M. W. Bradbyer, Arbitrator
on

Feb. 20th, 1954

Based on Hearing Held in Indiana Harbor Jan. 16th, 1954.

Paragraph

1. Appearances

For the Union

Joseph B. Jeneske, International Representative.
Joe Wolanin, Grievance Committeeman
Peter Calacci, Chairman Grievance Committee
Roye Robley, aggrieved group
James Jenkins, " "
Claude Wheatly, " "
Isais Hernandez " "

For the Company

W. T. Hensey Jr. Assistant Supt. Labor Relations Department.
R. L. Smith, " " Industrial Engineering Dept.
E. R. McGaughey " " No. 3 Blooming Mill
L. Lyon " " No. 3 Blooming and Hot Strip Mills.
L. R. Barkley, Divisional Supervisor, Labor Relations Dept.
H. Cummins, Industrial Engineer, Steel Products, Industrial Engineering Department.
C. R. Grebey, Job Analyst, Industrial Engineering Dept.
J. P. Prindle, Trainee.

2. Identification of evidence submitted to the arbitrator.

(a) By the Union.

- (1) A "brief" giving the history of the case and a detailed discussion in support of the Union's position.
- (2) An exhibit consisting of 23 job descriptions and point ratings.
- (3) A Company memo, dated Dec. 2, 1952, in regard to charging times to be recorded by the Pit Clerk.
- (4) Copies of eight reprimands issued by the Company in connection with performance of the Pit Clerk job.
- (5) Copy of original grievance submitted and reply thereto.

(b) By the Company.

- (1) Statement Submitted by Inland Steel Company in Support Of Its Position Denying Grievance No. 14-D-9. Exhibit.
- (2) Exhibit F, Supporting Data. Job Descriptions and the Standard Base Rate Scale.
- (3) Exhibit E. Supporting Data. Detailed discussion of each of the five factors in dispute.
- (4) A card, exhibit G, listing ingot production from 1946 through 1953, relating to No. 3 Blooming Mill.

(c) Evidence jointly submitted.

- (1) Grievance correspondence between the Union and the Company
- (2) A letter to the arbitrator, called a "stipulation" setting forth his authority and its limitations, also the factors in dispute.

- (3) The Wage Rate Inequity Agreement of June 30, 1947.
- (4) The contract Agreement between the Company and the Union, dated July 30, 1952.
- (5) A verbatim transcript of the hearing held on Jan. 16th, 1954 in the Company's offices in Indiana Harbor.

3. History of the case

The #3 Blooming Mill originally started with nine pits operating on a two turn basis with four hours down time between turns.

The Pit Recorder performed the duties now assigned to the Pit Clerk.

When six more pits were added, bringing the total to fifteen pits, the job of Pit Clerk was established with one Pit Clerk per rolling turn.

This new job was studied and a job description was written and the job was evaluated for a total of 49 points. These were accepted by both parties and went into effect in 1947. One Pit Clerk handled 15 pits per turn.

In Dec. 1951 the Company added six more pits, giving a total of 21 pits. To handle this increased work load two Pit Clerks per rolling turn were assigned to the job.

The Pit Clerk job was then reviewed. Minor changes were made in the job description but the evaluated point total remained the same.

On May 21, 1952 the revised job description together with the point rating and job classification were presented to the grievance committeeman at which time he was advised that there was no change required in the classification and therefore the base rate remained unchanged.

The revised description was made effective Sept. 5, 1952.

On Dec. 4, 1952, upon request from the Union, management ordered a re-study of the job to determine the appropriateness of the evaluation in the light of operating experience since Dec. 18 and 19, 1951 when the 21 pit operation started.

This study confirmed the revised job description and the job classification previously established and the Union was so advised.

On March 23, 1953 the Union filed grievance 14-D-9 on the Pit Clerk job.

The grievance was returned for a more clear and concise statement of the grievance, the issue involved and relief sought.

It was re-filed on March 27, 1953 alleging the same as before with a more detailed outline of the reasoning for requesting an increase in point value for the five factors specified.

This grievance was processed in the First, Second and Third steps of the grievance procedure without attaining mutual agreement. 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.

A hearing was held on January 16th, 1954 in the Company's offices where each side presented its briefs and its evidence as before enumerated.

On Monday, January 19th, the arbitrator was escorted to the job location accompanied by representatives of both parties and given adequate opportunity to question the Pit Clerk, observe the job and also to observe, briefly, seven other jobs for factor comparisons to the Pit Clerk job.

The Arbitrator now summarizes the positions of all parties concerned and proceeds to adjudicate the case as follows.

4. Position of the Union

That Article 5, Section 6 of the Agreement dated July 30th, 1952 has been violated by the Company by its refusal to accede to increased point ratings as duly requested by the Union for the following factors in the Pit Clerk job for No. 3 Blooming Mill:

	Existing Point Ratings	Increased Point Ratings Requested
Quickness of Comprehension	B-1	C-2
Judgment	C-2	D-3
Mental Stability	B-1	C-2
Environmental deterrents, sub-element #3, exposure to dust, grease, dirt and fumes.	B-1	C-2
Material responsibility	B-5	C-9
	Point totals <u>10</u>	<u>18</u>

Present job class #7, involving a total of ----- 49 points.
Requested job class #9, involving a total of --- 57 points.

5. Position of the Company.

That no contract violation in any one of the five factors cited by the Union has occurred because, for the actual job content considered in relation to comparison benchmarks and for the evaluation structure mutually agreed upon and applicable, - the existing point ratings are appropriate and fair for the Pit Clerk job.

6. Position of the arbitrator

The generality of the arbitrator's position is set forth in Article 5, Section 9, of the Agreement which states (in the last sentence) -

"Such 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."

"Compliance" is the key word. The issue of all evidence and of all contentions is a matter of compliance or of no compliance.

As a generality, nothing could be clearer. But what constitutes compliance or no compliance? The answer must come from an interpretation or from an application of Agreement itself or from the Wage Rate Inequity Agreement. A study of these documents discloses five key features. These must be considered each one for itself and also in relation to the other five.

- (1) Benchmarks. (accepted reference standards for judging the job content of other jobs on the element involved.)
- (2) Job Content. (each job's work pattern to be evaluated with reference to appropriate elements and benchmarks.)
- (3) Classifications. (a gradation of jobs by point totals, arranged in classes and converted into a corresponding gradation of wage rates.)
- (4) Relationship. (the compound effect of job content with respect to the defined elements and to a previous gradation of jobs into classes.)
- (5) Contract Violations. (being a refusal to evaluate a job into another class, or a refusal to concede the justice of point ratings requested which may or may not have the same effect.)

Any review of these five features, especially of their interaction or to sustain the explanatory definitions offered above merely as a guide for this arbitrator, would go far beyond the duty of one arbitrator in any one case. But the need for clarification can be indicated by posing the following questions which are, of course, entirely rhetorical. Are relationships unbreakable? Are benchmarks fences or are they bridges?

6. The arbitrator's summary of the position of both parties was made very briefly because a comparative analysis of their positions, as argued, seemed to be advisable before the contested factors are individually reviewed.

The Company's position is summarized on pages 18, 19 and 20 of Exhibit "E", of which the following quotation is taken,

"The Company maintains and has proved in the evidence cited that neither the addition of the six new soaking pits nor the requirement that information be copied onto new forms has changed the job content so as to require a change in the Basis of Rating and the point value codes of the disputed factors."

The Union summarized its position and arguments during the rebuttal session of the Hearing (pages 108 and 109 of the transcript when the Union representative said,

".....when the Company put additional men on, they didn't do it out of the goodness of their heart.

..... It was evident the work load was too great and they did put additional men on, and there were changes made in the department, drastic changes, not only in addition to the pits, but (in) procedures."

Two additional statements from their brief amplify or supplement the above quotation. Page 5 of the transcript contains the following,

"In processing the case the Union allegation is that there have been changes in this particular occupation which warrant an increase in the evaluation in our Wage Rate Inequity Agreement, which is the cross-reference to our contract."

And on page 7 the Union claims, "New methods and new facilities have replaced old methods and old facilities."

The Company, on page 1 of Exhibit "E" acknowledges the fact that changes were made and the Company goes further by explaining these changes in terms of, "intensity of the work load."

"Prior to the installation of the new pits there was one Pit Clerk scheduled on each turn. The Company realized that the increase in the number of soaking pits would significantly affect the Pit Clerk occupation as related to the intensity of the work performed by the Pit Clerk. Due to this increase in the intensity of the work load it would have been difficult for the one Pit Clerk on each turn to properly execute the duties of the job. For this reason one Pit Clerk per turn was added to the work force."

The arbitrator has searched the briefs of both sides to ascertain if any evidence was presented that would explain the phrase, "intensity of the work load". The phrase becomes important when the Company specifically cites it as an explanation for making the job into a two man assignment instead of continuing its former status as a one man job. In Exhibit "G" the Company proves conclusively that an increase in the intensity of the work load did not come from any increase in production. In fact the Company states in Exhibit "G" -

"Production records show that since 1948 the number of ingots rolled per turn at the #3 Blooming Mill has steadily decreased."

That statement is factually substantiated when the Company gives the record of ingot production, per turn, as follows, -

"1946	217 ingots
1947	208
1948	203
1949	194
1950	192
1951	173
1952	175
1953	191"

These figures contradict the explanation given for installing the six new pits. That explanation, on page 1 of Exhibit "E", is as follows, -

"In an effort to meet the increased production demands being made upon the Mill six new Surface Combustion soaking pits were installed and put into operation in December 1951."

As of 1953 the ingot production per turn (191) is less than the output for every year from 1946 to and including 1950. Only one Pit Clerk was on duty during these years. And the output in 1951 and in 1952 is less than the 1950 rate and for 1953 output was only 1 ingot more than for 1950. Therefore, the intensity of the work load cannot be justified by expected increases in production that did not materialize.

Accordingly it is fair and logical to conclude that a change to a two man operation was not justified from physical demands occasioned by increased production but may have been due to mental demands made on the Pit Clerk. The Union affirms this to be the case, but the Company denies it for each of the five factors in dispute. But the production justification is made unobtainable by the Company's own facts, voluntarily introduced by them as evidence. This gives some support to the Union's contentions and to their position in the case. Decision should not turn on support that is implied or inferred, so the matter will have to be analyzed further.

The next point to be considered is the effect of having two clerks sharing the work load, particularly as to the intensity involved. On this point the Company says, (on page 2 of Exhibit "E".)

"Prior to the installation of the six soaking pits there was a ratio of one Pit Clerk to fifteen pits; after the increase, the ratio became twenty-one pits to two Pit Clerks; a ratio of one man to $10\frac{1}{2}$ pits in contrast to the previous ratio of one man to 15 pits. This is a 100% increase in the work force to compensate for a 40% increase in the number of soaking pits. The work is now distributed between two Pit Clerks and their activity is co-ordinated so that the end result is a noticeably lighter work load per individual."

Apparently this means that the reduction in the work load is the effect of two things. First, the physical load per clerk is reduced when fewer pits have to be served per clerk. Secondly, the work is now distributed and coordinated between them. The combined effect is a lighter work load.

Who makes the distribution of the work load?

How is their activity coordinated between themselves and in relation to Cranemen, Yard Expediter, Pit Recorder?

As observed by the arbitrator the work load is not coordinated for the two Pit Clerks. Instead it is coordinated by them.

Also, that their work assignments are not distributed between them by the Company; but the distribution of duties is made by the two Pit Clerks themselves. It is done on a basis of seniority and of experience.

Some discretion and some judgment must be involved, in making these assignments and in inter-changing the work from day to day.

If so, then an element of teamwork has been added which did not exist when only one Pit Clerk handled the entire work routine and was entirely responsible for the job.

As a general statement the Union's position stresses an increase in the mental demands of the job; while the Company stresses a mathematical decrease in physical demands and no increase in the mental demands.

7. Quickness of Comprehension.

This element is sub-element number three, under the key factor, "Physical and Mental Requirements". The key factor is defined as follows:

"This factor is intended to establish quantitatively the value of native physical and mental requirements which affect the ability of a worker to qualify for a job."

The element, quickness of comprehension, is defined on page 35 of the Wage Rate Inequity Agreement as follows:

"This element is a measure of the mental alertness and quickness of comprehension required by conditions of the job."

The level previously accepted is B-1, which is defined as being, -

"Ability to understand detailed instructions and respond quickly and surely."

The level requested is C-2, which is defined as being, -

"Ability to recognize minute differences quickly and precisely."

The two degrees, B-1 and C-2, are also defined on page 34.

B Degree. "Preferable (in italics) qualification to fulfilling basic requirements of the job. It adds to general effectiveness of job performance."

C Degree. "Distinctly preferred (in italics) qualification. Applicants would usually be expected to possess qualification."

8. Respective contentions.

(a) By the Union.

The Union quotes in full the job description of the Pit Clerk job and claims that, "This proves the mental alertness and quickness of comprehension required by conditions of the job in charging and drawing of ingots."

They cite five comparison jobs, four of which carry the B-1 rating and one, the Shear Recorder, carries the C-2 rating. Their comparison argument is based on two statements. First, that, "the Pit Clerk job is one job higher in sequence than the Shear Recorder", and should therefore rate higher on the element in question. Secondly, that, "mental alertness and quickness of comprehension as required by his job conditions are far greater; therefore by Job Description and job comparisons the Union feels a C-2 rating is fair and equitable."

At the hearing it was mentioned that a greater variety in ingot sizes is now coming through compared to conditions when the job was first evaluated. This implies a greater demand on the employee for quickness of comprehension.

(b) By the Company.

Nine benchmark citations are given by the Company. All of them carry the B-1 degree. They analyze changes made in the new job description compared with the obsolete description and they stress the fact that an inspection duty has been eliminated from the job while the duty added is to deliver rolling tickets to the Slab Yard and Combined Provider's Office. They concede that some additional paperwork has been added but they contend that this does not involve any higher degree for quickness of comprehension.

In effect the Company contends that the job content on this element has not changed and should therefore carry the same rating as before, namely B-1.

9. Arbitrator's decision.

The Union's case rests on the job description, presented as a whole, and on the comparison cited for the Shear Recorder, also on changes in paperwork.

A change in a job description may reflect an alteration in the work routine but that fact does not necessarily imply that the job content has changed significantly for purposes of re-evaluation. The basis offered for giving weight to the Shear Recorder benchmark is that, "the Pit Clerk is one job higher in the sequence than the Shear Recorder".

In job evaluation a lower rated job will often carry a higher point rating on some one or more sub-elements, than a higher rated job. This fact, alone, does not make the lower job a benchmark comparison for the element involved.

The additional paperwork was observed by the arbitrator and while it may require more activity it nevertheless does not seem to require a sufficient increase in quickness of comprehension as to outweigh the elimination of some inspection paperwork on which quickness of comprehension also required mental alertness.

Variety in ingot sizes becomes a matter of habitual apprehension within limits that are much wider than what the C-2 rating demands, namely, "Ability to recognize minute differences quickly and precisely."

The Company's analysis of the job content made by presenting a breakdown of the duties before and then after the change in the Pit Clerk job is convincing. The decision is in favor of the Company for continuance of the B-1 rating on this element.

Environment (dust and fumes)

10. On this element in dispute, a formal summary of the contentions of both parties is omitted.

11. The Union's argument rests almost entirely on a comparison with the Pit Recorder job. This comparison is not a valid one. The Pit Recorder works in an air conditioned office and this situation is not representative of the other jobs in the Mill, as to dust, fumes and environment. The Company's job comparisons are more appropriate. Moreover no evidence was introduced to show that the job content has changed as to environment.

12. On the basis of the evidence submitted and for the comparison jobs cited and also for the direct observation of the job by the arbitrator, fairness requires that the decision be rendered in favor of the Company for a continuance of the B-1 point rating.

13. Mental Stability

Being the sixth element under the key factor of Physical and Mental Requirements, the definition of this key factor applies to this sub-element, and, as this definition was previously quoted in full it will not be repeated here.

As a sub-element, mental stability is defined as,

"This element is a measure of the degree of self-control and capacity for calm or deliberate action required by conditions of the job."

"Capacity" being a key word and also being a personal qualification, the definitions for the choice of the proper degree can be emphasized. B-degree requires that personal ability be a, "Preferable qualification", while C-degree says that personal ability must be a, "Distinctly preferred qualification."

The above applies to the two level-definitions, given below, one of which was previously accepted (B-1) and the other (C-2) being in contention. The B-1 level is defined as being,

"Self-control and patience under trying circumstances as in making delicate adjustments in difficult machine set-ups."

The C-2 definition is -

"Cool and deliberate carrying out of instruction in ordinary emergencies."

14. Respective contentions.

(a) By the Union.

- (1) The Union contends that, "the mental stability required to deal calmly and properly with numerous individuals and conditions of the job is greater than that necessary to handle repairs with due patience."
- (2) that, "the self-control and capacity for calm and deliberate action to avoid confusion in charging, drawing, checking and recording location of steel in the soaking pits or on bank, justify degree rating C-2."

The Union, in the rebuttal at the Hearing, stressed the accumulative effect of a whole series of improvements and changes in methods and in equipment, pointing out that many of these changes were not in effect when the job of Pit Clerk was evaluated, originally, seven years ago. They asserted that these developments have an effect on both the mental and physical requirements of the job. They further claimed that the job description does not reflect these changes and is practically the same as it was originally written, except for minor changes.

The Union cites five job comparisons, four being C-2 and one being D-3.

(b) By the Company.

The Company's contentions are:-

- (1) that, "a prerequisite ability of individual self-control and deliberate action..." have not been increased by the addition of 6 soaking pits. "Substantiation of that statement is based on a reduction in work load due to the presence of two Pit Clerks who now service 21 pits compared to a previous condition where one clerk had to service 15 pits.
- (2) that the charging and withdrawal of ingots occurs one at a time the same as before and that this action averages one and three quarter minutes in its occurrence.
- (3) that the Pit Clerk has no emergency duties beyond notifying the Pit Recorder of an emergency when it occurs,

- (4) that the paperwork required is no more demanding in terms of self-control than it was before,
- (5) that the jobs of manipulator and shearman are benchmark references in that the self-control needed for those jobs has to do with high speed operations; while that of the Pit Clerk has to do with slow speed operations, which are not specified in the C-2 definition that applies in this case,
- (6) That an increase in the job rating, "...would establish an inequitable inter-job relationship violating the principle of Section 3 of the Wage Rate Inequity Agreement."

Note. (The unidentified quotations are from the Company's briefs.)

The Company cites seven comparative job references, five of which carry a B-1 rating and two carry a C-2 rating. These citations imply that the Pit Clerk job is so similar, as to mental stability, to the five B-1 jobs, and so obviously dissimilar to the two C-2 jobs that the B-1 rating for the Pit Clerk jobs correct in comparison to specific job content and for inter-job relationships.

15. Arbitrator's decision

The Union has not shown that the job content has changed on this element since the original evaluation. Their contention that the Pit Clerk job is one step higher in the scale classification and should therefore be rated higher is not valid. In job evaluation a lower classed job will often carry a higher rating on some one or two sub-levels or for the degree rating given to those levels.

The Company's analysis of the job content made by presenting a breakdown of the duties before and after the change in the Pit Clerk job -- is convincing. Their mathematical comparison of the work load, per clerk and per turn is confirmed by the production records submitted in their Exhibit "G".

Even if the need for greater quickness of comprehension due to paperwork changes, be conceded, still it is only fair to consider that one Pit Clerk no longer has to deal with 203 ingots per turn nor for 191, but only with about half the previous number. This is an off-setting adjustment.

Accordingly the decision is in favor of the Company for continuance of the B-1 point rating.

16. Judgment.

This sub-element under Physical and Mental Requirements is defined on page 36 of the Wage Rate Inequity Agreement.

"This element is a measure of the discretion or discernment necessary to make such decisions as are required by conditions of the job."

Level C-2, which is now in force, is defined as, -

"Action entailing judgment of distance, timing, size or mass, and progress in chemical processes and reactions."

"Level D-3, which is requested by the Union, is defined as,-

"Required to plan and lay out work for self or others exercising large discretion as to details."

17. Respective contentions.

- (1) By the Union.

The Union cites eight job comparisons all being for a C-2 rating except one

which is B-1. They also stress the claim that the Pit Clerk is required to "... plan and lay out work for himself and others."

(2) By the Company.

The Company cites ten job comparisons, seven carrying a C-2 rating, two, a B-1 rating and one a D-3 rating. They discuss the D-3 Heater job for the discerning judgment that it requires compared to the judgment involved in the Pit Clerk job. They argue that the specific job content as to judgment is far greater for the Heater job, and to give the Pit Clerk job the same rating would be to establish an inequitable inter-job relationship.

The Company further claims that the discretion and judgment involved concerns the charging and drawing of ingots, "... to determine if there is a variation in the known sequence of operations." Page 15 of Exhibit "E". On the same page they deny that the Pit Clerk is required to plan and lay out work for others.

And on page 16 their position and argument is made clear in the following two sentences,

"Is the position of ingots charged properly recorded and is the correct ingot being drawn from the pit in accordance with the scheduled sequence of operations? Judgment required to make such decisions has remained unchanged since the Pit Clerk classification was originally approved by the Union in 1946."

18. Arbitrator's decision.

The Company's comparison for the Heater job is convincing as to "discernment" but not for "discretion". These two key words have an equal status in the definition given for judgment. Either word may be selected for emphasis and with equal justice, because the connection word between them is, - "or" - not "and". But the discretionary aspects of a two man job are ordinarily handled on a basis of experience or of seniority. However this action is an additional duty within the job content.

The discretionary judgment used in coordinating the activities and in distributing the work load between two men working in an area of about four hundred feet in length, requires the "exercise of large discretion as to details." Those are the key words in the D-3 definition qualifying the first half of the definition which refers to planning or laying out work.

Discretion is defined in Webster's unabridged dictionary as,

"3. Power of free decision; individual judgment; undirected choice; as subject to the President's discretion.

Discernment is defined as,

"2. The quality acquired from skill in discerning especially in getting at that which is hidden or obscure; readiness and accuracy in discriminating; keenness of insight, as to praise a critic for his discernment.

The senior pit clerk is given a prescribed routine of job duties. The division that he makes in those duties is an undirected choice, a free decision based on his own individual judgment. This is a matter of discretion rather than one of discernment.

The discretionary judgment used in coordinating the activities and in distributing the work load between the two men requires the "exercise of large discretion as to details." The latter are the key words qualifying the words, "required to plan and lay out work for self or others" used in the D-3 definition.

The Company's argument against disturbing inter-job relationships remains to be considered. They cite Section 3 of the Wage Rate Inequity Agreement. The part that applies reads as follows;

"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.
- "2. Reduce job classifications to the smallest practical number consistent with recognition of significant differences in job content.
- "3. Provide the basis for determining equitable Base Rate relationships as between jobs.
- "4. Provide an appropriate point of reference from which to measure such changes in job content as may occur from time to time.

"It is further agreed that the evaluation of the various job classifications shall serve only as the basis for assigning jobs to properly related job classes, and that when, and if, from time to time the Company established 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. ... "

The issue in Section 3 can be pinned down by posing two questions:

- (1) If job classes are the accepted result of a previous evaluation does this inter-job relationship change its character from a past outcome and become a present cause for refusing future adjustments in the previous relationship?
- (2) Or, is this classified relationship something that must evolve within the framework of job evaluation when enlightened opinion is relied upon to prevent the upset of benchmarks by fancy or willfulness, while due weight is given to job content as being something that changes as factory methods change and as these are reflected in greater performance demands made on employees?

This arbitrator holds that a fair and just answer to the first question is - NO - ; and for the second question it is - YES - .

Two reasons are herewith given in support of those answers. First, the drafters of Section 3 wanted to emphasize job comparisons and relationships, which are the basis of the comparative system of job evaluation. But they also intended to leave a means of escape from a too rigid interpretation of an established relationship. So they made an actual change in job content, grounds for a re-classification when point ratings are sufficiently adjusted so as to cause this re-classification.

Authoritative confirmation occurs on page 23 of the Wage Rate Inequity Agreement.

"Upon What Assumptions Does Job Classification Depend.

"Job classification procedures are predicated upon two basic assumptions, as follows:

- "1. It is assumed that relative job values may be rationalized either by a process of measurement applied independently to individual jobs or by quantitative comparison of one job with others in the same group."
- "2. (The second assumption concerns the use of an existing wage structure as an acceptable frame of reference in which inequities may exist and which job evaluation procedure can discover and "iron out.")

Either approach is permissible. One is through the job content of an individual job. The other is through inter-job relationships and benchmark comparisons.

The second reason for the arbitrator's ruling is that this system was constructed on supply and demand, which are inherent variables.

On pages 28, 29 and 30, under the heading, "What Factors Should Underlie Job Classification Plan for a Steel Mill.", the matter is discussed. The following quotations indicate that the evaluation framework was constructed to be administered under variations of supply and of demand.

"The value attributable to any job or employment opportunity is in general determined by the following:

- "1. The supply of applicants, actual or potential, in relation to the number of available employment opportunities for the particular job in question.
- "2. The quality of demand. If the job by nature offers exceptional opportunities for distinguished as opposed to indifferent performance, the employer is disposed to be selective in the choice of applicants and to pay a premium in order to attract those capable of distinguished performance. The wage rates applicable to jobs of this nature tend as a consequence to rise in the scale.

"The classification of factors applicable to the judging of individual job in a steel mill involves the following:

- "1. Characteristics of the job tending to limit the SUPPLY of acceptable applicants for employment including:

"a. JOB PREREQUISITES required of the applicant at the time of hiring as a condition of ability (in italics) to qualify for selection.

"b. JOB CONDITIONS which influence the willingness (in italics) of the applicant to qualify for selection.

- "2. Job Performance characteristics tending to affect the quality of DEMAND. This involves appraising the opportunity which the job affords the operator of exerting substantial influence either constructively or destructively upon operating costs by the quality of his individual performance."

All of the definitions for key factors and for sub-elements and for levels under each element and for degree selection were built around these basic variables of supply and demand.

Therefore, it is reasonable to conclude that a classified relationship is something that must evolve within the framework of job evaluation -- which is this arbitrator's ruling.

The final point to be made is that an existing inter-job relationship must be taken into consideration by an arbitrator, but not to the extent that such consideration necessarily overrules a significant change in job content. Such a change should of course be factually established where possible; or be observable by a qualified observer; or be deductible; fairly, from evaluation definitions prescribed for that specific purpose.

In the matter of "judgment" the arbitrator uses the procedure last designated above. The Company's contention against the D-3 rating on the grounds that discernment required in the Pit Clerk job is not comparable to certain related jobs cited - this contention is granted.

But discretion is co-equal to discernment in the D-3 definition. The senior Pit Clerk has to choose ways and means for coordinating the job activities and for dividing the work load with the other Pit Clerk. This discretionary action is a change in the mental job content and may be considered to be part of the intensity of the work load.

The decision on Judgment is in favor of the Union for a D-3 rating.

19. Material Responsibility

For this key factor the controlling definition is on page 50 of the Wage Rate Inequity Agreement.

"This is intended to establish quantitatively the significance of failure by the worker to fulfill his responsibility for cost control of material worked upon, produced, processes, or installed.

.....

.....

.....

"When selecting the LEVEL of possible cost of damage to materials, consider the total amount of material handled per turn, the type and amount of damage possible, and the scrap or salvage value of the damaged material. This calculation projects possible damage on the basis of production per turn, since the responsibility is placed on the worker to avoid this amount of material damage.

"As a guide to using the established DEGREE distinctions, consider the standard which each is intended to represent as shown below.

"A

.....

.....

"B. Responsibility for performing duties requiring the exercise of some discretion and initiative within limits provided by general operating and maintenance instructions; i.e. operate machines on repetitive work where damage to materials is fairly easy to avoid or perform routine mechanical adjustments or maintenance tasks affecting materials being processed.

"C. Responsibility for performing duties requiring exercise of considerable discretion and initiative within limits provided by general operating and maintenance instructions, i.e. reason through variations within routine not closely supervised as in operating machinery under exacting conditions where damage to materials is somewhat difficult to avoid, or making repairs requiring thorough knowledge of mechanical or electrical principles."

The possible cost of damage per turn is measurable in any one of five levels, each level having four degrees (A, B, C, or D.) Point values vary for each degree and for each level. The present rated level is 3, which is defined as,

"Serious damage possible, - Over \$1000.00 to \$5,000.00"

For this level degree A rates 2 points, degree B rates 5 points, degree C rates 9 points and degree D rates 14 points. The previously undisputed rating of the Pit Clerk job on this factor was 3-B-5, meaning third level, degree B and points - 5. The requested rating is 3 C - 9. Both agree on the proper level. Only the degree is in dispute. On this point the measuring guide is - "Over \$1,000.00 to \$5,000.00." There are no steps in between. But in the jobs cited the wording used is "over \$1,000.00" if the possible damage is nearer \$1,000.00 than it is to \$5,000.00; while for damage in the higher range the wording is, "under \$5,000.00".

Theoretically, if we divide 5000. by 4 and then spread the range the guides would be - in dollars, -

A-degree	1000. to 1250.
B-degree,	over 1250 but under 2500.	
C-degree,	over 2500 but under 3750.	
D-degree,	over 3750 but under 5000.	

The draftees of the evaluation structure probably had reasons for not doing this. Therefore reliance has to be on the words "over" and "under", even though some step differences must be implied.

20. Respective Contentions.

(a) By the Union.

The Union bases its argument partly on the eight reprimands which the Company wrote to various Pit Clerks from 1951 to 1953, warning them of damage actually done or potentially possible, from mistakes made in reporting ingots charged into pits or withdrawn from pits.

The Union uses these reprimand letters to argue,

"...that the Pit Clerk is charged with responsibility for cost control not only to his own department but to three other departments as well, the 76" Mill, the 44" Mill and the Slab Yard, also the possible loss of a customer."

The Union gives 12 job comparisons and in their Exhibit #8 they include the job description and rating data for several more. (These will be discussed later.)

As a concluding statement the Union says, "The Union feels the responsibility required by the conditions of the Pit Clerk job warrant a C-9 rating."

(b) By the Company.

The Company contends, "The Pit Clerk only detects irregularities; he is not required to make a decision as to the disposition of the ingot drawn out of sequence."

As to the reprimands the Company says, "It is not accepted job evaluation to evaluate an occupation for damage due to negligence."

The Company sustains the 3 B-5 rating for the Pit Clerk job, -

".... on the basis that if an employee was to apply normal discretion initiative or care of degree "B" to the duties of the Pit Clerk occupation, but due to a lack of proficiency be unable to completely fulfill his responsibilities, the 'possible damage' would, in all probability, be in level 3 (over \$1,000.00 to \$5,000.00)

They give 6 job comparisons and conclude by saying,

"2. An increase in the point value would establish an inequitable inter-job relationship violating the principle of Section 3 of the Wage Rate In-equity Agreement.

"3. The addition of six soaking pits and the copying of information to maintain an additional report have not sufficiently affected the content of the job so as to increase the Pit Clerk's responsibility for Material Cost Control."

21. Arbitrator's Decision.

The point the Company makes as to detecting irregularities is relevant, but the disposition of damaged material is not mentioned in the evaluation chart of definitions as a consideration in determining the degree ratings.

Neither the Company nor the Union have claimed that the present Pit Clerks are deficient in proficiency. Evidence, as to the lack of it, consists of the reprimands which will now be discussed.

The Union cites these as a guide for definitely estimating the dollar amount of possible damage. Job ratings represent a meeting of the minds between the official representatives of the Union and of the Company. The supervisor, in sending these reprimands, was acting in his capacity as a supervisor and for disciplinary purposes only. His intent was to emphasize the need for more proficiency and less alleged negligence. Therefore the wording cannot, fairly, be taken as the Company's appraisal of possible damage accruing from mistakes made in the Pit Clerk's job. The departments of Labor Relations and of Industrial Engineering are the Company's official sources for formulating opinions on job evaluation matters and probably for expressing such opinions officially and in writing when duly authorized to do so.

The arbitrator has to disregard these reprimands for purposes of rating the Pit Clerk job for possible cost of material damage. Their only significance could be as tending to confirm the intensity of the work load, due to the fact that only one reprimand was issued from 1946 to September 7, 1951 while seven others were issued since that date. Even this would be doubtful because negligence can occur at any time and many times in any one year. Moreover, negligent damage is not rateable damage in job evaluation.

Normality can't be perfection but it can be a consistent following of prescribed procedures under average conditions. Unaverage conditions cause variations in the prescribed procedure necessitating alternative choices to be made in the work routine. Mistakes then occurring are the possible damage to be appraised without a negligence charge against the workmen involved.

Previously, both sides agreed to the following wording as a basis for giving a B-5 rating to the Pit Clerk job.

"Reasonable discretion in charging ingots into pits to prevent mixing ingots causing rolling in wrong order. Value of steel scrapped or cost of scrapping over \$1,000.00"

Now the Union requests a revised wording as follows:

"Considerable discretion in charging and drawing ingots into pits to prevent mixing ingots causing rolling on wrong order. Value of steel scrapped or cost of re-applying under \$5,000.00"

Three changes are involved. The Union substitutes the word, "considerable" for the word, "reasonable". The Union also uses the phrase, "cost of re-applying", instead of, "cost of scrapping." They express the value of possible damage as being "under \$5000." instead of, "over \$1000." An insignificant change is the use of the word, "on" instead of the former word, "in".

Whether damaged material will be "re-applied" or be "scrapped" is not an issue in this case. The significant change is in the use of the word, "considerable" which is the key word in the degree definition for a "C" rating.

To make a ruling it becomes necessary to review the two specified ways in which material responsibility must be expressed and measured.

One way is by expressing degree gradations by means of the word content. The other way is the dollar amount of damage. Words and dollars comprise the means of measurement which the drafters of this evaluation framework specified and which are equally binding on both disputants and on the arbitrator.

The instructions on page 50 of the Wage Rate Inequity Agreement say,-

"For the job being classified determine the DEGREE of responsibility that most closely characterizes the job. Select from the table the LEVEL of possible damage per turn due to failure by the worker to fulfill his responsibility."

....
"As a guide to using the established DEGREE distinctions, consider the standard which each is intended to represent as shown below."

The standard consists of qualifying the words, "discretion and initiative in connection with performance; .. " in four ways.

For A degree it is - "little need for exercising.."

For B degree it is - "requiring the exercise of some.."

For C degree it is - "requiring the exercise of considerable"

For D degree it is - "requiring the exercise of wide.."

Shortening the above, without distortion, we get, for A-degree "little", B degree "some", C-degree "considerable", D-degree "wide". Applying the above, to the written basis of rating and for estimated dollar damage, the following job comparisons can be made;

Existing degree	Job Name	Present Key Wording	Measure of damage. (\$)
3C-9	Pit Recorder #3 B.M.	Considerable discretion	under 5000.
3C-9	Head Oil Burner Atten.	Considerable care	over 1000.
3C-9	Scarfig Inspector	Considerable discretion	over 1000.
3B-5	Scarfer	Reasonable discretion	over 1000.
3B-5	Slab Record Clerk	Reasonable discretion	over 1000.
3B-5	Shearman, 46" B.M.	Reasonable discretion	over 1000.
3B-5	Shear Tallyman, #3 B.M.	Stipulated care	over 1000.
3B-5	Pit Clerk #3 B. Mill	Reasonable discretion	over 1000.

(On jobs in other levels the wording is similar even when the dollar amount of damage is very different.)

2B-3	Shearman Helper	Reasonable discretion	under 1000.
1B-1	Slab Checker	Reasonable discretion	under 100.
4B-7	Stocker, 44" H. S. M.	Reasonable discretion	over 5000.
5B-10	Manipulator 46" B. M.	Reasonable discretion	over 15000.
5D-25	Heater #3 B. Mill	Extensive discretion	over 15000.
2B-3	Pit Graneman #3 B. M.	Reasonable discretion	under 1000.
1B-1	Slab Checker #3 B. M.	Reasonable discretion	under 100.

(taken from Exhibit 8)

The guides have not been followed. The phrase, "reasonable discretion" has been used for degree selection for jobs where the possible dollar damage extends from "under \$100." to "over \$15000." It is used for the third level to identify the "B" degree, also the "C" degree. The guide word, "considerable" is used for loss damage "over \$1000." also for "under \$5000," both in the "C" level.

These wordings, as given in actual job descriptions with the breakdown of the job classification on the reverse side, are unreliable as a basis for a just decision. Dollar damage "over \$1000.00" has been rated C-9, so there is nothing conclusive that forbids this rating if possible damage is nearer \$1000.00 than to \$5000.00.

The preceding evidence introduced by the Union weakens the Company's contention that, "An increase in the point value would establish an inequitable inter-job relationship...." On that point the discussion beginning on the lower half of page 14 and continuing to page 17 applies here. It would become impossible for a change in job content to be evaluated so as to change the classification of a job, if the existing relationship of the 35 classes is allowed to block any future rearrangement of those classes.

The issue has to be decided by giving due weight to the related jobs and by impartial observation of the job content.

The two Pit Clerks in the #3 Blooming Mill have a measure of responsibility in relation to other jobs. They carry out the Heater's instructions. This must be done in a timely way. Their postings to the board are checked by the Pit Recorder and are used in making up rolling schedules. He does not always catch mistakes and, due to the press of other duties, he probably relies on a high level of day by day accuracy

in the board postings. Such reliance does not excuse mistakes in postings nor mistakes by the Pit Recorder in not discovering them before releasing the rolling schedules.

The Pit Clerk job seems to be that of a "middle-man" between related jobs that have much greater material responsibility, in the case of the Heater, the Manipulator, and the Roller, and of less responsibility for the Yard Expediter and the Cranemen. The Expediter desires a timely arrival of reports, brought by the Pit Clerks, so that he has lead time to determine placement and to serve as verification for material that is coming. The various Cranemen perform their duties on signals given by the two Pit Clerks and these signals must be timely to avoid damage.

While thus serving other jobs the two Pit Clerks must coordinate their own activities and share jointly the responsibility that this involves; but which was not involved when only one Pit Clerk handled the job with undivided responsibility.

In view of this combination of material responsibility with jobs that precede, accompany or follow the work of the two Pit Clerks, the arbitrator's decision is that the guide-word "some" (used in the definition for the "B" degree) or the word "reasonable" (as now used) are both less appropriate than the word "considerable" which is the guide word for the degree "C".

Accordingly, the decision on material responsibility is in favor of the Union for a C-9 rating on the Pit Clerk job in #3 Blooming Mill. It is suggested that the word "considerable" be substituted for the word "reasonable" in the descriptive write-up on material responsibility and with the balance of the present wording to remain unchanged.

The award is -

Quickness of Comprehension	B-1
Environment, dust and fumes	B-1
Mental Stability	B-1
Judgment	D-3
Material Responsibility	C-9

The point rating for the job is thus increased from a previous total of 49 to a total of 54, which places the job in Class 8. The award goes into effect as specified in the Collective Bargaining Agreement.

Commendation is expressed to both sides for their briefs their various exhibits and for the presentations made.

/s/ M. W. Bradbyer
M. W. Bradbyer
Arbitrator
Feb. 20, 1954