#103

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

GRIEVANCE NO. 16-C-234

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DECISION OF THE ARBITRATOR

INTRODUCTION

The management of the Indiana Harbor Works of the Inland Steel Company and Local Union No. 1010 of the United Steel Workers of America, CIO, having been unable to settle Grievance No. 16-C-234, in accordance with Step Number 4, under Section II, Article VIII, entitled "Adjustment of Grievances" of the Agreement between the Company and the Union, dated July 20, 1962, the matter was submitted to the undersigned as Arbitrator on Thursday, January 21, 1964. The hearing was held in the Conference Room of the Inland Steel Company, Indiana Harbor Works, East Chicago, Indiana, with

Mr. W. T. Heaney, Jr., Assistant Superintendent, Labor Relations Dept.
Mr. R. L. Smith, Assistant Superintendent, Industrial Engineering
Mr. R. J. Royal, Divisional Supervisor, Labor Relations Department
Mr. J. Carone, Job Analyst, Industrial Engineering
Mr. M. Grevey, Job Analyst, Industrial Engineering
Mr. A. R. Blandford, General Anneal Foreman, Cold Strip
Mr. E. Mullen, Industrial Engineering, Cold Strip Department

representing the Company, and

Mr. Joseph M. Jenenke, International Representative
Mr. J. Stone, Grievance Committeeman
Mr. L. Ide
Mr. E. Frehse
Mr. S. Petro, Aggrieved,

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 Grievance No. 16-C-234, filed May 29, 1963, contending that the job content (requirements of the job as to training, skill, responsibility, effort or working conditions) of the Anneal Leader occupation (77-0810) in the Cold Strip Mill had not changed so as to require a change in the classification of such job under the Standard Base Rate Wage Scale.

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

8. The job content was not changed sufficiently to require a re-classification, consequently the matter of developing a new classification and description can not be made the matter of a grievance.

9. Prior to the date that the grievance was filed, no change in operating conditions or in content of the job were found to exist.

7. The description of the Loader occupation currently in effect adequately and properly describes the occupation, and the point value code assigned to each of the 13 classification factors correctly evaluates the occupation.

8. The classification of the Loader occupation currently in effect is in a fair and equitable relationship with similar occupations within the Cold Strip Mill and throughout the plant in accordance with Section 3 of the Wage Rate Inequity Agreement.

9. Throughout the process of this grievance procedure, the Union did not allege nor submit in writing any evidence of a change in equipment or operating procedures that could affect the job content.

10. To revise the description and/or classification approved for the occupation of Loader as "requested" by the Union would be to offer a unique and special treatment to one occupation of the more than 2350 occupations throughout the plant.

11. In the first and second steps of the grievance procedure the Company discussed the description and classification although they were not contractually bound to acknowledge the "request" of the Union.

12. In the second step Grievance meeting, the Union submitted a revised job classification, suggesting a new Basis of Rating and point value code to be assigned to 13 of the 13 job classification factors. No revised description was suggested by the Union at any time during the grievance procedure. Consequently the Company can only conclude that the description of the Loader occupation is considered by the Union as adequate and correct and not in dispute.

13. The job description and classification was not grieved within 30 days after December 26, 1949. Therefore, this grievance would have to be based on something that occurred to change the job content between January 26, 1949, and May 26, 1950. The Union never has contended that the job content changed during this period. Consequently the grievance is not valid.

DISCUSSION

Validity of the Grievance. - One of the first questions to be decided in the subject case is whether or not the thirty-day time limit required by the Agreement for the filing of a grievance, and which the Company claims had expired, should make the Grievance invalid.

POSITION OF THE UNION

1. The Union contends that the Cold Strip Anneal Leader occupation is improperly evaluated. The descriptions do not coincide with the evaluation.

2. The contract provides that a grievance on a particular job classification and description must be presented to the Company within 30 days after it has been presented to the Union and made effective. Although more than 30 days had elapsed between the date the job classification was made effective, which was December 26, 1949, and the date when the Grievance was filed, which was May 29, 1950, the Company chose to recognize the legitimacy of the Grievance by having the Industrial Engineering department investigate the Union's claims of improper description.

3. If the Company ever questioned the right of the Union to contest the grievance on the basis of the 30-day period, then they should never have accepted the grievance, nor should they have had the Industrial Engineering study made of the job descriptions.

4. The conditions surrounding the job of Leader were changed in shifting production from the #1 Unit to the #3 Unit. This was recognized by the Company and the job descriptions were changed. However, despite this change in description, the Company did not explain the changed conditions to the Union. Regardless of how small the change and regardless of whether or not the job classification remained the same, the new description and classification should have been presented to the Union.

5. The Company chose to confuse the issue by presenting the revised job classification and description at the same time as the wage incentive plan.

6. By virtue of the fact that the Company re-wrote the job description and classification, it has in effect admitted that there was a change in the job.

POSITION OF THE COMPANY

1. The Company denies the Union's allegation that the Cold Strip Anneal Leader occupation is improperly evaluated.

2. The Company denies that there has been a violation of Article VIII, Section 6, of the Collective Bargaining Agreement.

3. The Company contends that the existing Cold Strip Anneal Leader occupational description and classification conforms to the provisions of the Wage Rate Inequity Agreement.

4. The job content (requirements of the job as to training, skill, responsibility, effort, or working conditions) has not changed so as to require a change in the classification of the job under the Standard Base Rate Wage Scale.

BACKGROUND OF THE CASE

During the Wage Rate Inequity Program, the Company described and classified the occupation of Leader #1 and #2 Annealing (Index #77-0610) in Job Class 6 (45-48 points). These descriptions and classifications were approved by the Union and installed at the conclusion of the Inequity Program along with the descriptions and classifications for more than 8350 other occupations.

Subsequent to the approval of this classification, the Company initiated a program of modernization and expansion. As a result of this expansion a new annealing unit, #3 Anneal was put into operation in May of 1948, May 22, 1948, being considered the effective starting date. With the installation of the more modern #3 Anneal unit, the #1 Anneal unit was taken out of operation and the work procedure of the Anneal leader was shifted from the #1 and #2 Anneal units to the #2 and #3 units.

For over a year, conditions were not sufficiently standardized to enable the Industrial Engineers to establish accurate and equitable incentive rates and to review existing job descriptions and classifications. In June of 1949, the Leader occupation was reviewed, and, as a result, the coding of three factors was slightly revised. However, the total point value remained the same and the base rate remained in Job Class #6.

Since the job description and classification revisions were of such a minor nature, the Company felt that a formal presentation to the Union was unnecessary at that time and it was decided to issue the revised Leader description and classification when the new incentive rate was presented.

In the meantime, the Company developed a new wage incentive plan and on December 20, 1949, the new wage incentive plan was proposed to the Union. At this same time the revised job description and classification were also issued to the Union representatives and shown to the men attending the presentation meeting.

The Union representatives agreed to the installation of the new incentive plan, and this plan was installed effective December 26, 1949.

The Union filed the subject grievance 16-C-834 on May 29, 1950, requesting that the Leader's job be re-evaluated, and alleging that the description did not coincide with the classification. The Company offered to discuss the description and classification with the Union; however, the Union chose to request a re-evaluation. Accordingly, in response to the Union's request, a thorough study of the Leader occupation was made by the Industrial Engineering Department, and the results of the study were presented to the Union as a part of the first step answer to the Grievance.

Subsequently the Grievance was processed in the second and third steps of the Grievance procedure. Inasmuch as no satisfactory settlement was reached, the Grievance came before the undersigned, as arbitrator, in accordance with Article VIII, Section 24, Step 4, and Article V, Section 9, of the Collective Bargaining Agreement.

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 subparagraph D below.

D. The employee or employees affected may at any time within thirty (30) days from the date such classification is installed, file a grievance alleging that the job is improperly classified under the procedures of the aforesaid Wage Rate Inequity Agreement. Such grievance shall be processed under the grievance procedure set forth in Article VIII of this Agreement and Section 9 of this Article. If the grievance be submitted to arbitration, the arbitrator shall decide the question of conformity to the provisions of the aforesaid Wage Rate Inequity Agreement, and the decision of the arbitrator shall be effective as of the date when the disputed job description and classification was put into effect.

E. In the event the Company does not develop a new description and classification, the employee or employees affected may process a grievance procedure set forth in Article VIII of this Agreement and Section 9 of this Article requesting that a Job Description and Classification be developed and installed in accordance with the applicable provisions of the aforesaid Wage Rate Inequity Agreement and if processed to arbitration the decision of the arbitrator shall be effective as of the date the new description and classification should have been put into effect.

Article V, Section 6, Paragraph D of the Agreement states that: "The employee or employees affected (by a change in a job) may at any time within thirty days from the date such classification is installed file a grievance alleging that the job is improperly classified ....."

The Union contends that the Company never questioned the validity of the Grievance on the basis of the thirty-day lapse of time until the time of the arbitration. They further contend that if the Company had wanted to question the lapse of time they should never have accepted the grievance in the first place.

In Article VIII, dealing with "The Adjustment of Grievances", the Agreement specifies that "It is understood, however, that the time limit specified in Section 2 above may be extended by specific agreement between the parties involved in each step of the Grievance procedure." Although this agreement on time extension applies specifically to steps in the grievance procedure, the fact that the Company did accept the Grievance would incline one to understand that the time extension applied in this instance also. I therefore hold that the grievance is valid in spite of the lapse of the 30-day time limit.

Factors in Dispute. - During the arbitration hearings some comment was made about the fact that there were thirteen factors in dispute; however, the Union presented evidence on only eleven factors. On ten of these, namely,

initiative
judgment
mental stability
education
experience
environment
mental exertion
accident exposure
health exposure, and
maintenance of operating pace,

the Union had presented material before the arbitration hearing. On one additional factor, "Avoidance of Shutdown", additional evidence was presented which had not been presented prior to the hearing.

In conformity with rulings of arbitrators in similar cases, such contentions made either the negotiation stages of the grievance are not properly a part of the arbitration. Accordingly, the factors upon which a ruling will be given are as follows:

1. Initiative
2. Judgment
3. Mental Stability
4. Education
5. Experience
6. Environment
7. Mental Exertion
8. Accident Exposure
9. Health Exposure
10. Maintenance of Operating Pace

DECISION

After a visit to the job site, which included an interview with several of the operators, and a careful study of all the factors brought out in the hearing, I conclude the following:

1. Initiative.

The Company has applied an A-C rating for this factor.

The Union contends that a C-E rating is more appropriate.

I would concur with the Union that this job requires more initiative than that of a General Laborer or Feeder of the Flying Shears. It would appear that this job was more comparable, from the angle of initiative, with the bench mark jobs of Crane Operator, or Catcher Tandem Mill. Inasmuch as the Crane Operator and Catcher Tandem Mill have a B-1 rating, I hold that this job should be classified as B-1.

2. Judgment.

The Company has classified this factor as B-1, while the Union has requested a C-2 classification.

I hold that the B-1 rating applied by the Company is sufficient.

3. Mental Stability.

The Company has classified this factor as A-C. The Union has requested B-1. On the basis of the evidence presented, I hold that the request of the Union for an increase in the rating to B-1 is reasonable.

4. Education.

The Company has applied a 1-D-6 rating to this factor. The Union contends that a 2-D-4 rating is more nearly in keeping with the educational requirements of the job.

I hold that a rating of 2-D-4 is a more adequate rating of this job on the basis of the job requirements.

5. [illegible]

The Company has applied a rating of 1-C-4 to this factor. The Union, on the other hand, has requested a 2-D-10 rating.

On the basis of the evidence presented, and comparing this job with other bench mark jobs, I hold that the 1-C-6 rating applied by the Company is sufficient.

6. Environment.

The Company has applied a 1-C-2 rating to the "Heat, Cold, Wetness, and Inclement Weather" portion of this factor, while the Union requested a 1-D-4 rating. I would agree with the Company that a 1-C-2 rating is appropriate.

The Company has applied a 2-A-0 rating to the "Noise, Glare, Poor Light" portion of this factor, while the Union requests a 2-B-1 rating. On the basis of the conditions surrounding the job, I hold that the 2-A-0 rating applied by the Company is sufficient.

On the "Dust, Grease, Dirt, and Fumes" portion of this factor the Union agrees that the Company rating of 3-D-4 is sufficient.

7. Mental Exertion.

The Company has applied a "Third Level" to this job for one-fourth of the total time and a "Second Level" to this job for three-fourths of the total time. This gives a credit of 2 points plus 3 points for a total of 5 points.

The Union feels that the job is in the "Third Level" of Mental Exertion for the entire time, which would give a total of 8 points of credit.

I hold that the Company's analysis of "Third Level" for one-fourth of the time and "Second Level" for three-fourths of the time, is sufficient and that the total 5 points are adequate.

8. Accident Exposure.

The Company has applied a 3-C-7 rating to this job for this factor, while the Union requests a 3-D-10 rating.

On the basis of the evidence presented and a comparison with bench mark jobs, I hold that the 3-C-7 rating is sufficient.

9. Health Exposure.

The Company has applied a 1-A-0 rating for this factor, while the Union contends that a 3-A-1 rating would be more appropriate.

I hold that the 1-A-0 rating applied by the Company is appropriate.

10. Maintenance of Surrounding Pads.

The Company has applied a 2-A-1 rating, while the Union is requesting a 3-B-4 rating.

On the basis of the evidence presented I agree with neither the Company nor the Union in their analysis, but hold that a 2-B-2 rating would be more appropriate.

SUMMARY

A tabulation of present point values assigned and the new points credited as follows:

Factor	Former Rating	New Rating	Change
1. Physical Strength	1-C-2	1-C-2	No Contention
2. Muscular Coordination	2-B-1	2-B-1	No Contention
3. Quickness of Comprehension	3-B-1	3-B-1	No Contention
4. Initiative	4-A-0	4-B-1	Increased 1 point
5. Judgment	5-B-1	5-B-1	No Change
6. Mental Stability	6-A-0	6-B-1	Increased 1 point
7. Education	1-D-3	2-B-4	Increased 1 point
8. Experience	1-C-2	1-C-2	No Change
9. Environment			
Temperature	1-C-2	1-C-2	No Change
Noise-Eyestrain	2-A-0	2-A-0	No Change
Dirt-Fumes	3-D-4	3-D-4	No Contention
10. Physical Exertion	4-B, 2-B } 10	4-B, 3-B } 10	No Contention
11. Mental Exertion	3-A, 2-C } 5	3-A, 2-C } 5	No Change
12. Accident Exposure	3-C-7	3-C-7	No Change
13. Health Exposure	1-A-0	1-A-0	No Change
14. Material	3-B-3	3-B-3	No Contention
15. Equipment	1-B-1	1-B-1	No Contention
16. Avoidance of Shutdowns	1-B-0	1-B-0	No Contention
17. Maintenance of Operating Pace	2-A-1	2-B-2	Increased 1 point
18. Safety of Others	3-B-2	3-B-2	No Contention
Total Point Values	47	51	Increased 4 points

S. J. FECHT, ARBITRATOR

July 19, 1956