

DECISION OF THE ARBITRATOR

Before: Merle D. Schmid, Arbitrator

Inland Steel Company

and

United Steelworkers of America,
Local 1010

ARBITRATION NO. #105

GRIEVANCE NO. 14-D-10

EVIDENCE SUBMITTED TO THE ARBITRATOR

A. From the Union:

The Union submitted a 23 page brief, 32 exhibits, and verbal arguments (pages 183 - 188 of the transcript)

B. From the Company:

The Company submitted an 8 page brief, 6 exhibits, and verbal arguments (pages 141 - 182 of the transcript)

BASIS OF ARBITRATOR'S DECISION

The Arbitrator carefully studied all briefs and exhibits submitted to him as well as reading and analyzing the transcript of the hearings before arriving at his decision. The Arbitrator's decision was developed from the evidence submitted to him and was arrived at after carefully applying his background and experience in job classification to these data.

BASIC ISSUE IN DISPUTE

From the presentation by the Union (transcript pages 3 - 17), and by the Company (transcript pages 60 - 67) it was apparent to the Arbitrator that there was little dispute concerning the historical background of this case.

In the judgment of the Arbitrator, the real issue of this grievance is very basic and only came into distinct focus under direct questioning by him during the hearing. Summarizing and simplifying this real issue:

If a job was classified properly, and this classification included job duties and/or responsibilities that had not been traditional and were not being performed at the time of the classification, is this job subject to reclassification at a future time when these job duties and/or responsibilities in question are in fact made part of the job requirements?

This Arbitrator categorically denies that the actual inclusion later of job duties and/or responsibilities that have not been traditional to the job in question, but were properly included in the job classification covering the job, is in itself, reason for the reclassification of the job in question when such job duties and/or responsibilities are in fact added to the job requirements.

To quote from page 166 of the transcript of this case:

"THE ARBITRATOR: ... It has been traditional in No. 1 and No. 2 Bloomers that the Heater Helper, or Second Heater, would determine when a pit was ready to draw ... Up until ... August of 1952 that duty was not traditional at the No. 3 Bloomer. But, subsequent to that date, it became a duty for the Second Heater (at the No. 3 Bloomer) to determine when a pit was ready to draw.

MR. HENSEY: (Asst. Supt, Labor Relations Dept, Inland Steel Co.) That is right."

ISSUE BEFORE THE ARBITRATOR

Considering the Arbitrator's ruling above and the factual data agreed to by the parties (See above and page 166 of the transcript), this case can be simplified to:

Does the job classification (74-0412) for the 2nd Heater, No. 3 Blooming Mill dated Jan. 1952 include and properly evaluate duties (such as determining

When a pit is ready to draw), that traditionally were not part of the duties and/or responsibilities of the job until August 1952.

The Company contends that the job classification dated Jan. 1952 DOES properly consider and evaluate the job duties and/or responsibilities that were not traditional on this job until August 1952.

The Union contends that the job classification dated Jan. 1952 DOES NOT properly consider and evaluate the job duties and/or responsibilities that were not traditional on this Job until August 1952. In support of their contention they list the following factors in dispute and make the following requested coding (see page 18 of the transcript):

CLASSIFICATION FACTORS	COMPANY CODING	UNION REQUESTED CODING
Quickness of Comprehension	3C2	3D3
Initiative	4B1	4C2
Judgment	5C2	5D3
Mental Stability	6C2	6D3
Experience	3B10	3D14
Material	5B10	5C17
Maintenance of Operating Pace	4B7	4C11
Physical Exertion	(2B (3B6	4C9

The actual issue before the Arbitrator is therefore, which is proper the Company Coding, or the Union requested coding for the nine classification factors listed above as they apply to the job requirements, job conditions, and job responsibilities of the Job of 2nd Heater, No. 3 Blooming Mill (74-0412) subsequent to August 1952.

ARBITRATOR'S DECISION OF THE FACTORS IN DISPUTE

Quickness of Comprehension:

Company's CodingC-2

Union's Requested Coding D-3

The Union claims that for the factor Quickness of Comprehension the same language is used as a basis of rating for both the 2nd Heater and the Heater. Based on this claim they contend that this factor for the 2nd Heater should be rated the same as the Heater (see line 14 page 21 of the transactions).

" ... Using the same language in the basis of rating they admit the 2nd Heater qualifies a D-3 rating but give him a C-2 rating."

The Arbitrator rejects this contention on two grounds:

1. The language is not the same (see page 113 of transcript)

2nd Heater (74-0412), #3 Blooming Mill
"Recognize any changes in heating and respond quickly and accurately."

Heater (74-0408), #3 Blooming Mill
"Recognize and respond quickly and accurately to any change in heating conditions."

The use of the words "Heating Conditions" in the Heaters basis of rating and the word "Heating" in the corresponding position of the 2nd Heaters basis of rating for this factor definitely suggests the possibility that the Heater could, and possibly should, be rated in a higher degree than the 2nd Heater.

2. Even if the language for the basis of rating of a factor were identical for two jobs, it would still be possible, in the opinion of this Arbitrator, to code the jobs differently in that factor. This is true since, at best, the basis of rating for a factor can only be suggestive of the multiplicity of conditions

there should be a differential in the coding of the factor of Judgment between the Heater and the 2nd Heater. Considering the fact that the Heater is already rated at the maximum degree (D-3), and considering that the comparable jobs 2nd Heater (61-0315), #2 Bloomer, and Heater Helper (51-0209), #1 Bloomer are coded (C-2) the Arbitrator rules that the Company's coding of (C-2) is correct for the Judgment factor of the 2nd Heater (74-0412), #3 Bloomer and denies the Union's request for a change in the coding of this factor (D-3).

Mental Stability

Company's Coding C-2

Union's Requested Coding D-3

The Mental Stability required of a 2nd Heater (74-0412), at the #3 Bloomer (due to the more modern equipment and generally smoother operations) cannot be greater than the mental stability required of Heater Helper (51-0209), #1 Bloomer, and 2nd Heater (61-0315), #2 Bloomer. Since both of these latter jobs are coded C-2 for mental stability, the Arbitrator rules that a coding of C-2 is equitable and proper for the Mental Stability factor of the 2nd Heater (74-0412), #3 Bloomer. The Arbitrator therefore substantiates the Company's Coding and denies the Union's Requested Coding.

Experience

Company's Coding 3-B-10

Union's Requested Coding 3-D-14

It is the opinion of the Arbitrator that somewhat more experience time is required for the 2nd Heater (74-0412), #3 Bloomer, than the 2nd Heater (61-0315), #2 Bloomer, since larger and more complicated heating equipment is used. The Arbitrator therefore directs that the basis of rating for the Job of 2nd Heater (74-0412), #3 Bloomer be changed to read:

36 Months Experience Essential

Considering further the factor comparisons for the Heater, Heater Helper, and 2nd Heater Jobs as presented by the Company (see page 115 and 116 of the transcript) and the basic intent of the Wage Inequity Agreement between the parties, the Arbitrator denies the Union's requested coding (C-2) and substantiates the Company's coding (B-1) for the factor of Initiative, 2nd Heater (74-0412) #3 Blooming Mill.

Judgment

Company's Coding C-2

Union's Requested Coding D-3

The Union alleged (see line 1 page 31 of the transcript) and the Company denied (see line 14 page 154 of the transcript) that the 2nd Heater (74-0412), #3 Blooming Mill:

"...determines ... the sequence in which steel is to be charged and drawn decides on which pits ingots are to be placed and number of ingots to go in each pit."

The Arbitrator feels that occasionally, particularly during a temporary absence of the Heater, such duties are in fact performed by the 2nd Heater. However such job duties as these--required of the Heater and occasionally required of the 2nd Heater--are a common pattern to jobs within any promotional sequence.* Since it is conceded by both the Union and the Company that such job duties occur only occasionally (see page 154 of the transcript) and since in order to accomplish the intent of job classification it is necessary to reflect the value of the Job of 2nd Heater (74-0412), #3 Blooming Mill in relation to the value of all other jobs within the classification structure, the Arbitrator rules

* See page 4 Arbitrator's Decision Grievance No. 6-C-13, between Inland Steel Co. and United Steelworkers of America Local 1010 before Merle D. Schmid, Arbitrator, June 16, 1953

Exhibit #14 - Reprimand 1/26/53
To: Francis Russell
(2nd Heater)

"We must watch the pits more closely, as this type of operation not only damages the steel, but shortens the life of the pits considerably.

It is self evident that in these reprimands management has placed the greater responsibility for heating requirements of the steel on the Heater, and has not held" ... both equally responsible for heating requirements," as alleged by the Union.

Comparing the primary function of the 2nd Heater (74-0412), #3 Blooming Mill (see line 23 page 86 of the transcript):

"Assist Heater operate soaking pit furnaces to heat ingots to proper temperature."

With the agreed to primary function of the Heater (74-0408), #3 Blooming Mill (see line 3 page 92 of the transcript):

"Responsible for the charging, heating and drawing of steel ingots and operate pits to heat ingots to proper rolling temperature."

The Arbitrator disallows the contention of the Union, (see line 1 page 28 of transcript).

"The Union contends ... the 2nd Heater by taking charge of the pits ... and coordination of charging and drawing procedures, prove ... the ability to recognize involved cause and effect relationships in established operations ..."

Since the job duty of coordination of charging and drawing procedures is an expressed job requirement of the Heater (74-0408), #3 Blooming Mill, and not the 2nd Heater (74-0412), #3 Blooming Mill.

In this connection the Arbitrator concurs with the Company's oral testimony. (See line 8 page 153 of the transcript).

"We believe (it) is absolutely the Heater's job and no one else's job to coordinate the charging and drawing procedures."

and influences that must be considered and weighed in order to properly evaluate a given factor in a series of jobs.

The Arbitrator feels, and so rules, that in consideration of the language and intent of the factor of Quickness of Comprehension in the Wage Inequity Agreement between the parties, and in consideration of the agreed to codings of the Heater #3 Blooming Mill (74-0408), the Heater #2 Blooming Mill (61-0311) and the Heater Helper #1 Blooming Mill (51-0209) the job of 2nd Heater, #3 Blooming Mill (74-0412) is properly coded by the Company in this factor.

The Arbitrator therefore rules that the factor of Quickness of Comprehension is properly coded by the Company as "C-2" and rejects the Union's request of a change in coding to "D-3".

Initiative

Company's Coding B-1

Union's Requested Coding C-2

As part of the material submitted in support of their requested coding of the Initiative factor, the Union introduced exhibits #13 and #14. These exhibits according to the Union's presentation (see line 2 page 27 of the transcript) established equal responsibility of heating requirements for the Heater and the 2nd Heater.

The Arbitrator disallows this allegation and in support of his position calls attention to the wording of the third paragraphs in both exhibit #13 and exhibit #14.

Exhibit #13 - Reprimand 1/26/53
To: William Wells
(Heater)

"We insist that you watch the pits more closely, and want to impress upon you that this type of poor workmanship cannot be tolerated."

and that the assigned coding and point value be changed to:

3-C-12

Physical Exertion

Company's Coding 2B
3B-6

Union's Requested Coding 4C-9

The Physical exertion required of the job of 2nd Heater (74-0412), #3 Bloomer, cannot be more, and could under some conditions be less than that required of the 2nd Heater (61-0315), #2 Bloomer. On this basis of reasoning the Arbitrator rules that since the coding (2B, 3B-6) now assigned the 2nd Heater, (74-0412), #3 Bloomer is the same as that assigned and approved for the 2nd Heater (61-0315), #2 Bloomer, the Company's Coding is fair and equitable. The Arbitrator therefore substantiates the Company's Coding and denies the Union's requested changed coding for the factor of Physical Exertion.

Mental Exertion

Company's Coding 3-D-8

Union's Requested Coding 4-D-12

In the opinion of the Arbitrator the required level of mental exertion for the 2nd Heater (74-0412), #3 Blooming Mill, is directly comparable with the level of mental exertion required of the 2nd Heater (61-0315), #2 Blooming Mill, and Heater Helper (51-0209), #1 Blooming Mill. Since these latter two jobs have agreed to codings of 3-D-8 for the factor of Mental Exertion, the Arbitrator feels that a like coding is fair and equitable for the 2nd Heater (74-0412), #3 Blooming Mill. The Arbitrator therefore rules in favor of the Company and denies the Union's requested coding of 4-D-12.

Materials

Company's Coding 5-B-10

Union's Requested Coding 5-C-17

There is no dispute between the Company and the Union as to the proper level (5) of the job in dispute for this factor. There is however a difference of opinion as to the degree of responsibility, the Company contends that "B" degree is proper, and the Union requests a "C" degree.

The only recognizable significant difference in responsibility of material between the jobs of Heater Helper (51-0209), #1 Blooming Mill and 2nd Heater (61-0315), #2 Blooming Mill and the job under dispute is the quantity and value of the steel ingots handled. If any difference in degree of responsibility between these jobs could be recognized it very likely would be in the direction of a higher coding for the #1 or #2 Blooming Mills since the discretion and initiative that must be exercised by the Heater Helper and 2nd Heater at these Mills tend to be higher on account of the older and less automatic equipment operated.

The Arbitrator therefore rules that the Coding (5_B_10) currently assigned by the Company is fair and equitable for the factor of Responsibility of Materials for the Job of 2nd Heater (74-0412) #3 Blooming Mill, and denies the Union's requested coding change to 5-C-17.

Maintenance of Operating Pace

Company's Coding 4-B-7

Union's Requested Coding 4-C-11

There is no dispute between the Company and the Union concerning the level (4) of the factor of Pace for the Job in dispute. There is however a dispute as to the Degree of Responsibility. The Company has coded, and contends that "B" is a fair and equitable degree of Responsibility for the factor of Responsibility of Maintenance of Operating Pace for the Job of 2nd Heater (74-0412), #3 Blooming Mill. The Union contends this is not fair and equitable and requests a 4-C-11 coding.

In the opinion of the Arbitrator the "B" degree of responsibility for this factor as listed on page 56 of Company Exhibit "B" (Wage Rate Inequity Agreement) reads directly to the Job of 2nd Heater (74-0412), #3 Blooming Mill.

"Responsibility of worker involves little control over operating pace but it is necessary for the worker to assume responsibility for maintaining pace set by machines of other workers. Exercise some control of our pace or part time control over pace of others."

The Job of 2nd Heater (74-0412), #3 Blooming Mill not only exactly follows this description of Degree of Responsibility but is directly comparable in this respect to the 2nd Heater (61-0315), #2 Blooming Mill, and Heater Helper (51-0209) #1 Blooming Mill. Both of these latter jobs have approved codings of 4-B-7 for the factor of Maintenance of Operating Pace.

The Arbitrator therefore rules that the Job of 2nd Heater (74-0412) #3 Blooming Mill is properly coded (4-B-7) by the Company in the factor of Maintenance of Operation Pace, and denies the Union's request for a change of coding to 4-C-11.

C O N C L U S I O N

The Arbitrator substantiates the Company's Coding, and denies the Union's Requested Coding change for all factors in dispute except experience for the Job of 2nd Heater (74-0412), #3 Blooming Mill. For the factor of experience the Arbitrator directs that the coding be changed to:

3-C-12

and the Basis of Rating be changed to:

36 Months Experience Essential.

This directed change in coding of the experience factor will change the total point value for the Job of 2nd Heater (74-0412), #3 Blooming Mill from 86 to 88. However as per section 1 Article V of the Agreement between the parties dated July 30, 1952 this job will remain in job class 17.

The Arbitrator has also rendered an opinion (see page 2, this report) the net effect of which is to state that if a job classification evaluates a job to include job duties and/or responsibilities not currently of traditionally a part of that job, that those duties can be added to the job at a future time without further change in the job classification.

Respectfully Submitted March 11, 1954

_____/s/

Merle D. Schmid, Arbitrator