

BEFORE THE ARBITRATOR

Otto J. Baab

In the matter of:

The Inland Steel Company
(Indiana Harbor Works)

and

United Steelworkers of America, CIO.
Local Union No. 1010

Arbitration No. #106

March 26, 1954

Grievance No. 20-D-13

REPORT AND AWARD OF THE ARBITRATOR

Background of the Case

On September 1, 1953 the Union filed Grievance No. 20-D-13 against the Company. This grievance was processed through the various steps of the grievance procedure (Article VIII), being denied by the Company at each step. Thereupon, the above named arbitrator was requested by the parties to decide the question in accordance with Step 4 of Article VIII and to issue a final and binding award. Accordingly the hearing was held on Tuesday, February 9, 1954, at 10:00 A.M. in the Conference Room of the Labor Relations Department of the Company. At the hearing briefs and exhibits were submitted, oral evidence was heard, and arguments were presented by representatives of the parties. After the formal hearing had adjourned, the Arbitrator, accompanied by, Company and Union representatives, visited the Roundhouse and adjacent area as well as the portion of the yards known as "No. 2 North Side."

The Issue

The arbitrator is required to decide the following question:

Has the Company changed the job content (requirements of the job as to training, skill, responsibility, effort or working conditions) of the occupation of Hostler in the Roundhouse Division of the Mechanical Department so as to require it to develop a new description and classification?

Applicable Provisions of the Collective Bargaining Agreement

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 set forth in the aforesaid Wage Rate Inequity Agreement, or (2) the description and classification is changed by mutual agreement between the Company and the Union. (Article V. Section 6, Par. 1).

In the event the Company does not develop a new description and classification, the employee or employees affected may process a grievance under the 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, Sec. 6-E).

This does not preclude an employee from filing a grievance alleging that he is performing and meeting the requirements of a given job but is not receiving the established rate for that job. (Article V, Sec. 7 - final statement).

Where an employee...is directed by the Company to take for all or a part of that turn a job in an occupation paying less than the occupation upon which he was scheduled...he shall receive the rate or rates of the occupation on which he was scheduled while performing such lower rated work...(Article V, Section 8, in part).

In any case where the arbitrator determines that the award should be retroactive, the retroactive date shall be as follows:

(a) Cases involving rates of pay on new or changed jobs and discharge cases; in accordance with the provisions of Section 6 of Article V and Article IX, respectively, of this Agreement. (Article VIII, Section 4).

The Union's Position

The Union alleges that the Company is in violation of Article V, Section 6 of the Collective Bargaining Agreement in that it added and changed certain duties of the job of Shop Hostler, Locomotive Shop, Mechanical Shops Department, but failed to submit to the Union a new classification and description for this job. It claims that the following duties have been added:

1. Cleaning locomotives and pits which is labor job.
2. Operating crane, mobile crane.
3. Answer telephone and perform work of dispatcher.
(4-12 and 12-8)
4. Must take engines to #2 north side; this is engineer's job.
5. Loading scrap cars and picking up scrap over 100 pounds.
6. Operating steam jenny.
7. Used to carry 3 Hostlers; now only 2 are carried.

Because of these added duties, the Union requests a revision of the description of the Hostler Job so as to include them and a re-evaluation of specified factors in the classification of this job, as follows:

1. Physical Strength - increase to 1-D-3
2. Muscular Coordination - increase to 2-C-2
3. Education - increase to 2-D-6
4. Accident Exposure - increase to 2-D-6

5. Mental Exertion - increase to 3-B, 4-B-10
6. Equipment - increase to 4-B-7
7. Avoidance of Shutdowns - increase to 3-B-4
8. Safety of Others - increase to 4-D-7

Since the effect of this requested re-evaluation in certain categories of the Hostler Job classification is an increase in points from 53 (Job Class 8) to 73 (Job Class 13), the Union seeks the re-assignment of this job to Class 13.

In support of its contention the Union explains why the factors named above should receive higher point values.

The factor of Physical Strength should be increased because the employees in the Hostler occupation are required to load scrap cars and to lift pieces of scrap weighing over 100 pounds. Reference is made to page 35 of the Wage Rate Inequity Agreement which states that maximum lifting up to 200 lbs. is to be rated as D-3. Cited as comparable as to this factor are the following jobs; Garage Mechanic Helper; Diesel Handyman; Repairman Fourth Class; Finishing End Greaser.

The factor of Muscular Coordination should be raised "because of the dexterous operation of several controls on the crane." According to the Inequity Agreement cited above, work which requires simultaneous operation of several off and on controls at fast speed, simultaneous manipulation of several variable controls on operation of moderate speed, should be rated a 2-C-2 value. Comparison is made with the following jobs: Cranemen - 76" Hot Strip; Craneman - Tin Mill; Craneman - Plant #2 Mill; Craneman - Sheet Mill, all of which have the point value of 2-C-2 for this factor.

Education should likewise be raised because of duties of dispatching on night turns and the requirement of understanding and applying railroad regulations when transferring locomotives to No. 2 Plant. As evidence of the requirement of dispatching the Union refers to its Exhibit #5, which shows that the Company refused to promote a Hostler Helper to the job of Hostler because he could not do dispatching work. Comparable jobs in the matter of the Education factor include; Diesel Motor Inspector Helper; Grease System Attendant; Toolroom Clerk; and Painter (44" Mill) are listed by the Union.

The element of Accident Exposure should also be given a higher point value, the Union argues, because in taking locomotives to Plant #2 and in traveling over the same area and tracks as the engineers, they are equally exposed to accidents. This demand is supported by the evaluation of the following jobs: Locomotive Engineer S.G.; Payloader Operator; New Tunnel Tender; Payloader. The factor of Equipment Conservation ought to be raised to 4-B-7 because the care that is needed to avoid derailing the engine or collision in transferring it to Plant #2. In this transfer the Hostler has full responsibility for expensive equipment. The jobs of Locomotive Engineer S.G.; Locomotive Engineer-Highline; and Handyman and Hostler Garage Truck Driver-Stores and Handyman and Hostler-Garage are listed for the purpose of comparison.

Under the category, Avoidance of Shut-downs, the occupations of Locomotive Engineer S.G.; Locomotive Engineer N.G.; Engineer of Locomotive Trainee N.G.; and Locomotive Engineer-Pit, are presented. If a locomotive manned by a Hostler were derailed or damaged, the tracks would be blocked and many engines and crews would be held up during the rerailling or replacement of the equipment.

Since the Hostler must use a high degree of care to avoid striking others with his locomotive, the factor of Safety of Others heads an increase also. The Hostler must be on the alert constantly for pedestrians, trucks, and trains. In view of the fact that the Hostler performs the same duties as an engineer, his rating on this factor should be the same as assigned to the engineer. Various engineer jobs are comparable in the factor of Safety of Others are identified; Locomotive Engineer-Mechanical Shop-Index Nos. 29-0179; 29-0188; 29-0192; and 29-0181.

The factor of Mental Exertion should be raised from 2-B, 3-B-6 to 3-B, 4-B-10 because Hostlers must pay close attention to the duty of operating cranes and to the requirement of taking replacement locomotives to Plant #2. The factor of Mental Exertion is similar to this factor on the following jobs: Locomotive Engineer S.G.; Locomotive Engineer, N.G.; Locomotive Engineer-Ingot Highlines; Truck Driver-Stores. For these jobs and for all other jobs named herein the Union submits complete Descriptions and Classifications which are now in effect. (Comparisons).

The added duties constitute an actual change in job content which requires a new description and job classification. These duties are not found in the existing description and the Company cannot claim that they were in effect prior to December 1, 1949, the date of approval by both parties.

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The Company's Position

The Company denies that the job content of the occupation of Hostler in the Roundhouse Division of the Mechanical Department has been changed so as to change the job classification. Thus there has been no violation of Article V, Section 6, of the Agreement between the parties. The descriptions and classification of the Hostler job has not been changed by the Company nor has there been any change in the requirements of the job as to training, skill, responsibility, effort or working conditions so as to change the classification and place it in another job classification of the Standard Wage Rate Base Scale.

In support of its contention the Company presents its Exhibit B which contains the Description and Classification of Hostler-Shop, Index No. 29-0169. This was developed under the procedures provided in the Wage Rate Inequity Agreement dated originally June 30, 1947 and reaffirmed since then in supplements agreed to by the parties, and finally in the Agreement of July 30, 1952. The particular description and classification now before the arbitrator was agreed to by the Union on December 1, 1949. Since this date, the content, descriptions and classification of the job have remained unchanged. This was confirmed by a study made by the Industrial Engineering Department at the request of the Union, the Company declares.

The present job description and classification is adequate and correct. It places the Hostler occupation in a fair and proper relationship to the other occupations within the wage structure. The Union is asking for an upward evaluation of the job of Hostler, amounting to five job classes, without demonstrating a change in job content which justifies this. Thus to grant the Union's request would mean a violation of the Agreement between the parties and produce a serious disturbance of inter-job relationships which have been created by the process of collective bargaining on the basis of studies made by the Industrial Engineering Department.

Point for point, the Company considers each of the allegedly added duties cited by the Union and seeks to refute the latter's contentions. The absence of any direct allusion to a job duty, the Company insists, by no means proves that such duty is not and was not an aspect of the job. The job description is primarily intended to provide the basis for a job classification, rather than to give a full and detailed account of actual job duties and requirements. It is no more than a general statement of the more important duties and functions (Tr. p. 36) "Traditional" duties or "insignificant" ones are not always specified.

The request of the Union for point increases in several classification factors is analyzed in terms of the classification analysis for the Hostler job and of Comparable jobs. These comparisons are made for the factors of Physical Strength, Muscular Coordination, Education, Mental Exertion, Accident Exposure, Equipment, Avoidance of Shut-downs, Safety of Others, with particular reference to the actual duties of the job of Hostler and related jobs. The Company concludes by declaring that an increase of but three points for the Hostler classification would cause a change in job class, since it would bring the total number of points to 56 (from 53) and the point range of Class 9 is 56 to 59. Such a change would produce inequities in the Locomotive Shop.

Discussion

The fundamental question before the arbitrator is clear: Has the Company changed the job content of the Hostler-Shop occupation? An affirmative finding will permit an inquiry into the matter of job description and classification and in particular, a study of the Union proposals as to an increase in the point values of specified factors of the Hostler occupation. The Company's contention, to the effect that there can be no question of reclassification unless there is a change in job content, is well taken. This is certainly the plain meaning of Article V, Sec. 6, Par. 1 of the Agreement. Conversely, if there is no showing of change in job content, the description and classification for each job agreed to on June 30, 1947 and August 4, 1949 (the latter date identifying the agreement covering Mechanical and Maintenance occupations) must remain in effect.

Thus, the matter of change in job content is crucial. The language of the Wage Rate Inequity Agreement, dated June 30, 1947 and of the Agreement of July 30, 1952 which incorporates this prior agreement takes pains to spell out what is meant by job content. What is meant is "requirements of the job as to training, skill, responsibility, effort or working conditions." (Art. V, Section 6, Par. 1, Par. 2 - Collective Bargaining Agreement). A change in these requirements is a change in job content and such change may be made the basis of a grievance which requests that a description and classification be developed and installed in conformity with the pertinent provisions of the Wage Rate Inequity Agreement.

The wording of the clause in Art. V, Sec. 6 must be closely scrutinized. An important section reads: "the Company changes the job content. . . so as to change the classification" (underscoring supplied) of the job. "So as" may connote either a change in job content which is sufficiently substantial to justify reclassification or merely a change as such, as a result of which a new description and a new classification may be considered. This ambiguity is not important, for under the second interpretation, any change would permit a consideration of the possibility of reclassification, while under the first view the extent of the change must be examined in order to determine the precise classification which is warranted.

We are now ready to deal with the evidence for and against the assertion that the Shop Hostler job has been changed. It should be noted that the term "change" suggests an original or predetermined condition in effect at a given time and a modification of that condition after this given date. Obviously the original condition is that in effect at the time and the description and classification of the Hostler job was agreed upon by the parties on December 1, 1940. The approved description and classification are a part of the record of these proceedings (Company Exhibit B and Union Exhibit #2). To the extent that this description represents adequately the activities, duties, and responsibilities of Hostler, convincing proof of other duties beyond those described is, of course, indicative of a change in job content.

At the outset it must be emphasized that the Agreement does not state that added duties constitute a change in job content. Actually it declares that a change in "the requirements of the job as to training, skill, responsibility, effort or working conditions" constitutes a change in job content. Such a change does not consist simply of added duties. Actually it may also signify changes with respect to duties already in existence, brought about by expansion of plant facilities, changes in equipment, an increased emphasis upon certain duties and a reduced emphasis upon others, and the like. Such changes, as well as added duties, bear directly upon the three major categories of Job Requirements, Job Conditions, and Job Responsibilities, under which the eighteen factors of the Job Classification scheme are subsumed. It is principally as new duties may be reflected in these major categories and subordinate factors that they assume importance. Likewise, if internal changes in the relationship of existing duties of a job can be reflected in the various elements of the Job Classification, even though there are no additional duties, a change in job content may be alleged, within the meaning of the Contract and of the Wage Rate Inequity Agreement. Thus the arbitrator is required to inquire into two matters: (1) Have new duties actually been added to the Hostler job since December 1, 1949? (2) Have there been such internal changes in the job since 1949 as to produce changes in such requirements of the job as training, skill, responsibility, effort or working conditions?

First, we will examine the question of alleged new duties. The Union lists seven items which constitute new duties that have been added to the Hostler job. The Company replies that two of these - taking locomotives to #2 North Side and carrying only two Hostlers - have no bearing on the matter of new duties, and that the other five are not new, since they were in effect before the job description and classification were agreed to in 1949. Each of these alleged new duties should be considered carefully in the order of their presentation by the Union (Exhibit #4).

The first item deals with the cleaning of locomotives and pits, which is held by the Union to be a labor job. The Company refers to the job description which names "cleaning jobs" as the second aspect of the Primary Function set forth in the Job Description. This duty is further identified in the more detailed description by the phrases "cleaning jobs," and "uses cleaning fluids." No actual refutation of this item was made by the Union. In the Union's request for relief through an increase in classification factors no mention is made of this so-called "added duty," (Tr., p. 13). It must be concluded that the task of cleaning is not new, in view of the job description, and that if it were, it involves a degree of skill which is lower than that required by the Hostler's primary functions.

The second item, the operation of cranes, is said to be new, although the Company contends that the operation of cranes for moving equipment is an occasional requirement of many jobs in the plant. There is interest in the Company's statement that "because of the increased use (underscoring added) of the overhead crane on the day turn, a new occupation of Craneman. . . was described. . . in August, 1953." Possibly this explains the inclusion of the crane operation in the Union's argument. Even though the use of the crane is not new, an increase in such use at the time of the grievance may have been new. Evidently the Company realized this and took steps that remedy the situation by setting up a new classification in Job Class 6 (Tr., Yr. 40), although apparently no one has as yet been assigned to it. For the purpose of determining the matter of new duties, it may be concluded that crane operation does not fall within this category. What increased crane operation may mean will be discussed later.

The third point has to do with the requirement of answering the telephone and doing the work of dispatching. That this is an important part of the Hostler's duties may be seen, according to the Union's position, from a grievance which resulted from the Company's failure to promote a Hostler Helper on the grounds of his inability to write reports and do dispatching work. The Company doesn't deny that dispatching or answering the telephone is done by the Hostler in emergencies when no one else is available. But usually other personnel are scheduled to do this work. This has reduced the number of calls which the Hostler must make. Again, it must be concluded that using the telephone is not a new duty, but that the Company met a situation involving increased use of the telephone by the Hostler by assigning additional personnel, thus providing at least some relief.

The fourth duty which the Union claims to be new is expressed in the language of its Exhibits: "Must take engines to #2 North Side: this is engineer's job." The Union argues that the Hostler must now spend more of his time transferring locomotives from the Roundhouse to various parts of the plant yards, in particular to #2 North Side. In effect this is an added duty and justifies a ruling as to increased responsibility. The Company denies this, pointing to the primary function of the job, which is to "transfer and service locomotives." The amount of time spent or the distance which the locomotive is moved are not material. It may be necessary to transfer to a point near the Roundhouse or to one which is remote. The description allows for short trips and for long ones. The Company's view must be sustained in this matter. The transfer of locomotives is not an added or new duty, although the proportion of time devoted to this work may be greater than it was when the description was agreed to.

A further "added duty" is described as loading scrap cars and picking up scrap over 100 pounds. The job description says nothing about scrap or scrap cars. The employees naturally clean up their own work area, but loading scrap cars can hardly be associated with such work. It actually is an added duty, in the

opinion of the Union. The Company counters by saying that it always has been a required duty. As to lifting scrap weighing in excess of 100 pounds, this is not the result of the Company's directions. The employee is supposed to obtain the help of others or to use a crane in lifting heavy pieces of scrap or material. In view of the relative infrequency of transfers of locomotives, the Company has been required to utilize the Hostler's time with such work as cleaning and picking up scrap. This is a traditional aspect of the job. Since there is no proof to the contrary, the Company's assertion must stand.

The operation of a "Steam Jenny" has been a part of "the work procedure of the Hostler occupation since 1947" the Company contends, even though the approved description does not mention this fact. In addition, the use of this piece of equipment for a steaming and washing down locomotive trucks does not require any additional skills in the Hostler job. Its use has proved to be more efficient and more efficient and more satisfactory to the Hostler and Hostler Helper in reducing physical exertion and in providing more healthful working conditions than under the former cleaning method. It is evident that the Steam Jenny was in use at the time of the Wage Rate Inequity Agreement and that its operation is consequently not a new or added job duty.

The Company's argument as to crane operation, the work of dispatching, the loading of scrap, and the use of the "Steam Jenny" duties which are not contained in the Job Description for Hostler, calls for comment at one point. It points out that the written job descriptions of occupations in the plant do not cover all the duties that are performed and that a description is not a manual of work operations which is put into the hands of the employee for his guidance. "Traditional" duties and those which are too minor to be written up are not included. Among these are those named above. This situation means that the job description cannot be the sole basis for determining change in a job. Oral testimony is required in order to ascertain what the "traditional" and/or "minor" duties are. This was taken at the hearing and in general it confirmed the identification of the above-entitled duties as traditional.

The final allegation as to added duties refers to the number of Hostlers formerly assigned to the job in comparison with the number presently assigned. The Union states that three had been carried, whereas now only two are assigned. On day turns, the Company explains, two are adequate for carrying out the primary function of transferring and servicing locomotives. On night turns a three-man crew is on the job. The arbitrator accepts the factual statement of the Company, while expressing his perplexity as to appearance of this matter under the category of added duties. It is true, of course, that under heavy pressure to get work done, two Hostlers would be busier than three. There is no showing on this point, however, and the matter must be dismissed as having little or no relevance.

In view of the above discussion of so-called new duties, that is, additional duties the inclusion of which has increased the total number of job duties beyond what it was at the time the description was approved, the findings are negative - there are no "new duties" in this sense of the term. This brings us to the second phase of our problem - the matter of possible internal changes in the job since its approval, changes in the relationship of established and existing duties which can be reflected in such matters as training, skill, responsibility, effort or working conditions. It has been shown that change in "job content" may mean such internal readjustment of job duties, as well as a mathematical increase in their number.

In beginning this inquiry the Union's request for an increase in the point values of specified job classification factors must be kept in mind. Since these factors are tied in with so-called "added duties," the elimination of the latter by the foregoing discussion would seem to dismiss the matter of increases. For example, the "added" duty of loading scrap cars and of lifting scrap weighing more than 100 pounds justifies an increase of one point in the factor of Physical Strength, it is maintained. This type of argument continues with respect to seven other categories, with the net result of increasing the total number of points by twenty and a consequent leap in Job Class from Class 8 to Class 13. To the extent that the requested increases are based upon "added" duties, the Union's position cannot be sustained. One so-called "added" duty, however, may be of significance in affecting the content of the job sufficiently to justify its reclassification - the transfer of locomotives to the #2 North Side. Having ruled that this is not an "added" duty in the strict sense of the work, the arbitrator must ask whether the increased importance of the primary duty of transferring locomotives have not brought about an internal job change, a change in content as previously defined, which requires a re-evaluation of the Hostler job.

The Job Description in effect shows that to "transfer and service locomotives; perform minor repairs and cleaning jobs as directed" is the primary function of the Hostler occupation. Of the eighteen factors found in the job classification for this job, the following include some reference to the transfer or operation of locomotives: (1) Muscular Co-ordination; (2) Quickness of Comprehension; (3) Judgment; (4) Mental Stability; (5) Education; (6) Environment; (7) Physical Exertion; (8) Mental Exertion; (9) Material; (10) Avoidance of Shut-downs; (11) Maintenance of Operating Pace; (12) Safety of Others. The primacy and importance of the task of operating locomotives is thus undeniable. While it fails to name locomotive operation, the factor of Experience should be included here also.

The evidence shows (Tr., p. 86; p. 73) that the Company has added approximately twenty miles of track in its yards and that the Hostler averages three hours per turn, or 38% of his time, operating a locomotive in the yards. While statistics are not available to indicate the amount of time expended by the Hostler in the transfer of locomotives prior to the time the Job Description and Classification went into effect, a considerable increase is suggested by the fact of yard and plant expansion. Is this increase sufficient to warrant acceptance of the Union's position as to the Hostler's job in the factors of Education, Accident Exposure, Mental Exertion, Equipment, Avoidance of Shut-downs, and Safety of Others, all of which are associated with locomotive operation and all of which should receive higher point ratings, in the Union's opinion?

These items must be examined one by one. Education should be increased because the Hostler must understand railroad regulations, the Union contends. But such understanding - of yard rules, the Company counters - surely cannot be more or less, depending on the amount of time spent in the yards; it is simply understanding, whether for one trip per turn or for three. As to Accident Exposure, this is equal to that of the Engineer, according to the Union. Putting to one side, the difference in frequency of exposure when an employee is operating a locomotive eight hours per turn or three hours, the difference in the manner of operation is surely an important factor. The Engineer pulls and switches cars. The Hostler transfers locomotives. The present evaluation of the difference seems appropriate. An increase for the factor of Mental Exertion is also sought, in view of the close attention required to take the locomotive to #2 Plant.

The request to raise the sub-factor "Normal attention to service locomotives" etc. from 2-B to 3-B can receive no support from an increase in time devoted to transferring locomotives, for only servicing is involved here. The Union's request has to do with level, rather than degree. Yet it is the degree which marks the time significance; and the argument has to do with the increased time spent in operating locomotives in the Company's yard.

The Union wishes to raise the point value of Equipment (Responsibility for Equipment Conservation) from 1-B-1 to 4-B-7 because of increased responsibility required to avoid collision or derailment of locomotive brought about by the increased amount of time spent by the Hostler operating locomotives in the yards. The Company explains that by equipment is meant tools used in producing, processing, or installing material. (See Wage Rate Inequity Agreement, p. 52.). A locomotive transferred by the Hostler does not fall within this category, while the hand tools named in the Job Description definitely do. The proposed increase from 1-B-1 to 4-B-7 changes, not the degree of responsibility, but the cost (level) of damage from a maximum of \$50 to a maximum of \$5,000. Obviously, the Union has in mind damage to the locomotive rather than hand tools alone.

However, the proper interpretation of the locomotive as "material worked upon" in view of the Hostler's maintenance work upon it, seems to be undeniable, at least as far as work done by the Hostler in the Roundhouse is concerned. But is this an appropriate view for that part of the Hostler job which involves taking locomotives to various parts of the Company yards, which duty requires an average of 38% of each turn? One may ask whether the Hostler's relation to the locomotive which he is moving through the yards is greatly different from that of the engineer. Certainly such operation of a locomotive is not the same as maintenance work done upon it in the Shop. If a locomotive is in collision with some object in the yards, the damage could be serious, whether a Hostler or an Engineer is operating it, and whether the locomotive is classified as Equipment or as Material.

Granting for the moment the validity of this reasoning, one may compare the requested point increase for this factor on the job of Hostler with the existing evaluation for the job of Engineer S.G., Index No. 29-0179. Equipment for this job has a rating of 4-B-7. This is identical with the request of the Union with respect to the Hostler occupation. When one notes that for other Engineer jobs (Locomotive Engineer Highline; Locomotive Engineer - Ingot Hi-Line) the Equipment factor is also rated 4-B-7, it is evident that the Union believes that at this point the Hostler and Engineer jobs are identical. This cannot be supported, inasmuch as the great difference in time spent on a locomotive in the yards and the difference in difficulty and complexity of movements in the locomotive operations when the two jobs are compared, necessarily means a difference in point value in their classifications. Therefore, the Union's request cannot be accepted.

The factor of Avoidance of Shut-downs, the Union maintains, should go up from 2-B-2 to 3-B-4 because an accident which would derail the locomotive could delay trains and their crews involved in handling materials vital for continuing production. Again, the Union doesn't ask for an increase in the degree of responsibility, but in the level of job interdependence in relation to possible shut-downs. The level requested is identified as having "significance to all jobs in the series," whereas the level of the existing job classification is described as being significant "in local areas of work only." (Inequity Agreement, p. 55). Again the Union seeks a rating equal to that of various Engineer

jobs for this factor. And again, for reasons given in the preceding paragraph, its request must be denied.

The final factor - Safety of Others - ought to be raised, the Union believes, because of the high degree of care which the Hostler must exercise in order "to keep from striking others with (his) locomotive." An increase from 3-D-5 to 4-D-7 is involved. It should be noted that the classification now in effect assigns the maximum degree of responsibility for this factor - D, and that the Union requests an increase from level 3 to level 4. The levels identify two elements: (1) Likelihood of exposure and possible injury, and (2) the seriousness of possible injury. Once more using the rating of the several engineer jobs which are cited by the Unions as comparable, the arbitrator is forced to conclude that the Hostler evaluation cannot be equalized with the Engineer rating, if for no other reason than that the Engineer is constantly operating his locomotive in the yards and is required to maneuver his train in a great variety of traffic situations, so that he is frequently or constantly exposed to the possibility of causing serious injury to others. On the other hand, operating his locomotive for only 38% of his turn, and under less demanding conditions, the Hostler must be rated lower in this factor. Otherwise, the real difference that exists is ignored and the evaluation becomes meaningless.

The net result of this detailed discussion of the Union's request for upward adjustments in the point values of those factors which are affected by the demonstrated increase in the time spent by the Hostler on his primary function of transferring locomotives may be simply stated. There has, in fact, been a change in the job content of the Hostler occupation. This change has consisted in an increase in the job's primary function, and therefore of some reduction of time spent on secondary duties. In a word, there has been an internal change in the job, although no new duties have been added.

In translating this change into the language of job classification and point evaluation, on the basis of the increases proposed by the Union, the arbitrator has been obligated to make use of the provisions of the Wage Rate Inequity Agreement, dated June 30, 1947, which states in detail the characteristics of the job classification plan now in effect and the underlying principles which sustain it. It is apparent that the system is intended to place jobs in their proper value relationship so as to permit the establishment of base rate differentials between jobs. To this end each job was surveyed and described; when it was compared with other jobs according to predetermined categories. By this means an overall evaluation could be made.

Putting these principles into effect, the arbitrator was required to take into account the "job of Engineer, since the activity of the Hostler in the yards was held by the Union to resemble that job. A careful comparative study resulted in a rejection of the Union's position. Conversely, the job of Hostler-Field, which was identified by the Company as being comparable to that of Hostler-Shop, has also been examined by the arbitrator and found to be closely related to the job whose rating is in question. Comparisons with other jobs on which classifications and descriptions were submitted at the hearing, makes the conclusion inescapable that the internal change in the job of Hostler-Shop is not of such a nature as to justify a new description and a new classification. The arbitrator therefore finds that the Company is not in violation of Article V, Section 6 (E) of the Collective Bargaining Agreement.

T H E A W A R D

The Arbitrator finds and hereby awards that the Company has not changed the job content (requirements of the job as to training, skill, responsibility, effort or working conditions) of the occupation of Hostler in the Roundhouse Division of the Mechanical Department as to require it to develop a new description and classification. The grievance of the Union is therefore dismissed.

Respectfully submitted by

?/s/ _____
OTTO J. BAAB, ARBITRATOR