

BEFORE
PAUL M. EDWARDS
IMPARTIAL ARBITRATOR

INLAND STEEL COMPANY)

and)

Grievance No. 16-D-52

UNITED STEELWORKERS OF AMERICA)
LOCAL UNION 1010

ARBITRATOR'S AWARD

The Question To Be Decided

Whether or not the Company was in violation of Article V, Sections 6, 7, and 8, of the Collective Bargaining Agreement when it denied Grievance No. 16-D-52 filed June 1, 1953, contending that the job content of the Motor Room Tender-1st Class occupation (77-3308) in the No. 2 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.

Decision of the Arbitrator

The Company was not in violation of the Company-Union Agreement when it refused the request for a re-evaluation of the job of the No. 2 Cold Strip Motor Room Operators.

Summary of Facts of the Case

The Inland Steel Company and the United Steelworkers of America evaluated the subject job as a part of their Wage Rate Inequity Program, which program was consummated in their Wage Rate Inequity Agreement of June 30, 1947. Through these steps, the Company and the Union agreed that the subject job was properly evaluated in relation to the other jobs in the bargaining unit and that it was properly paid as of that time.

During the spring of 1953, the Company installed in the No. 2 Cold Strip Motor Room two converters for changing 25-cycle current to 60-cycle current. These converters were tied in with instrumentation and auxiliary equipment in the No. 2 Cold Strip Mill, and also with lines feeding some equipment in other departments. It is part of the job duties of the aggrieved to start, stop, maintain, and do the necessary switching for the new converters.

The evaluation of the job, dated July, 1948, resulted in a total of 78 evaluation points, which places it in Job Class 15 in the Standard Base Rate Wage Scale.

In the June 30, 1947, Wage Rate Inequity Agreement between the parties, Section 3 - Job Classifications reads:

"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 have 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 a basis for assigning the jobs to properly related job classes; and that when, and if, from time to time, the Company establishes 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."

Also from the General Agreement dated July 30, 1952, between the parties, Article V, Section 6 - Description and Classification of New or Changes Jobs:

"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, and 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. . ."

(This is followed by the procedure.)

Paragraph E in this section provides that in the event the Company does not develop a new description and classification, the employees may process a grievance under the grievance procedure requesting that a job description and classification be developed and installed. 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.

Before the installation of the converters, there were in the No. 2 Cold Mill Motor Room fourteen electric motors of 150 to 800 horsepower; thirteen DC generators, including five exciter sets; five motor generator sets; and two 400-horsepower induction motors.

The Union's Position

The principal points brought out by the evidence submitted by the Union in this case are:

- a. Two converters converting electric current from 25 to 60 cycles per second have been installed in the No. 2 Cold Strip Motor Room, and the job content of the Motor Room Tender is changed thereby.

- b. That the operation and repair of this equipment is of a more complex nature than that of other equipment in the motor room.
- c. That the job is now comparable to that of the Motor Room Operator in the 44" Hot Strip Mill.

The Company's Position

The Company conceded that there had been a change in the job because of the installation of the two converter sets in the No. 2 Cold Mill Motor Room, but that the increase in equipment under the responsibility of the Motor Room Tender was not justification for a change in the job evaluation or the wage rate of the job. The Company has presented comparisons of job evaluations in support of their case in which various phases of job content were compared with those of other Motor Room Attendants, Motor Inspector Leaders, Motor Inspectors 1st Class, and Motor Room Operator-44" Hot Strip Mill. The Company also testified that:

- a. The connected power, even after the installation of the new converters in the No. 2 Cold Mill Motor Room, does not compare with that in the 44" Hot Strip Motor Room.
- b. The Motor Tender in the No. 2 Cold Mill Motor Room is usually promoted from that job to the job of Motor Inspector, while in the case of the 44" Hot Strip Mill the reverse is true--the Motor Inspector being a promotional step to the job of Motor Room Operator. The Company contends that this indicates the relative experience and skill required in the two jobs and that the installation of the two converter sets does not alter this relationship materially.
- c. The Union previously agreed that the two occupations of Motor Tender in the No. 1 and No. 2 Cold Mill Motor Rooms were comparable and that they were properly grouped in the same job class and that the installation of the converters did not make a change of enough significance to justify a re-evaluation of the job in the No. 2 Cold Mill Motor Room.

Opinion of the Arbitrator

The case is arbitrable under Article V, Section 6, of the 1952 Agreement. Sections 7 and 8 of this Article, although specified as having been violated in the grievance, have been complied with by both parties or have no bearing on the case. Section 6 is the applicable section under the terms of the grievance.

There has been enough of a change in the job content to justify a reconsideration of the job evaluation. Both parties have reconsidered the evaluation.

The skills required of the Motor Tender prior to the installation of the converters were of a higher order than any additional skills required in the operation or maintenance of the converter sets.

From the tabulations of equipment and amounts of power handled which were presented and, also, from direct observation in a visit to the various motor rooms, the Arbitrator cannot accept the Union's contention that the installation of the two converter sets makes the job of Motor Tender in the No. 2 Cold Mill Motor Room comparable in job content with that of the Motor Operator in the 44" Hot Strip Mill.

Both before and after the installation of the converter sets, the job of Motor Tender in the No. 2 Cold Mill Motor Room was closely comparable to that of Motor Tender in the No. 1 Cold Mill Motor Room.

The Arbitrator recognizes the position of the aggrieved employees when they see responsibilities being added to their jobs in the shape of new equipment installations. The Arbitrator must point out, however, that job evaluation is neither an extremely fine nor an extremely precise instrument. In this case it might be likened to the use of a yardstick that has only the inch and half-inch marks and does not have quarters, eighths, or sixteenth inches, and there must be a truly appreciable change in the job content to justify a move.

The amount of the change in the job content of the Motor Tender's job as a result of the installation of the converters is not very great in terms of job evaluation measurement.

In terms of job requirements, the change does not justify a change in the evaluation of any of these factors, since the work of operating and maintaining the converters is not of a higher order than that required by the other equipment.

The job conditions have not changed sufficiently to justify changing the evaluation. The factor of Mental Exertion was specifically mentioned in the testimony. In this factor the job was allowed the scoring for "High Exertion" for up to one quarter of the time and "Above Normal" for up to three quarters of the time. The attention required by the additional converters should not change this scoring.

Of the responsibility factors, testimony has been offered on three:

Responsibility for Material Cost Control - now 3-C-9. This scoring appears to reflect the present conditions. The next level is a big step, and the size of the addition does not justify it. It would mean jumping from a cost range of \$1000 to \$5000 to one of \$5000 to \$15,000. The two new converters when viewed in their relationship to the other equipment do not carry such weight.

Avoidance of Shutdown - 2-C-3. This factor must be evaluated on the primary job function, which is the Operator's responsibility for the Cold Mill. The furnishing of power to fans, instruments, and other departmental auxiliaries should not carry appreciable weight in this factor compared to the main responsibility. The furnishing of emergency power to auxiliaries in other departments, such as the open hearths, and the furnishing of power regularly to the clinic is a small part of the job content of the Tender's job.

Responsibility for Maintenance of Operating Pace. In this factor the Motor Tender job was never given credit for the responsibility of pace of the operating unit, in this instance the No. 2 Cold Mill. Instead, the evaluation reflects the responsibility for maintenance of pace for the Motor Room crew only, as in repair work. It is beyond the power of the Arbitrator to change this interpretation, since this case is concerned only with changes in the job content, and their impact on the evaluation. The level assigned, 2-C-3, adequately covers the job content after the change.

The men filling the Motor Tender jobs appear to feel that the evaluation of the 44" Mill Motor Room Operator's job derived considerable weight from the fact that power was furnished to other departments from this motor room. Now that the new converters in the #2 Cold Mill Motor Room furnish power outside of the No. 2 Cold Mill Department, they argue that the evaluation of the job in the 44" Mill should apply to their job. The Arbitrator cannot agree that the furnishing of power in relatively small amounts to other departments

ever had much effect upon the evaluation in the 44" Mill. Both evaluations should reflect almost entirely the primary functions of the jobs and not the side lights. It is the over-all importance of the major unit, the 44" Hot Strip compared to the No. 2 Cold Mill, that is reflected in most evaluation factors. Items such as cost of the mill, size of crew, cost per hour of operation, output, connected power, and complexity of equipment determine the responsibilities. The auxiliaries should have only a shading effect or no effect in evaluation. In this case the change has been appreciable in the auxiliaries but negligible in the primary function of the job.

The Arbitrator is, therefore, of the opinion that there would be a grave danger creating a wage inequity if the evaluation of this job were changed.

Respectfully submitted,

/S/ Paul M. Edwards

Paul M. Edwards, Impartial Arbitrator

March 19, 1954