

70112

UNITED STEELWORKERS OF AMERICA,)
C. I. O., ON BEHALF OF LOCAL 1010)

-vs-

INLAND STEEL COMPANY)

GRIEVANCE NO. 14-D-14

Hearing held on Friday, March 19, 1954, at the offices of the Inland Steel Company, Indiana Harbor Works, East Chicago, Indiana

Decision rendered by arbitrator on April 22, 1954.

In a joint letter addressed to the arbitrator, dated January 15, 1954, the Union and the Company stated the question to be decided by the arbitrator. This question is: Whether or not the Company was in violation of Article V, Section 6, of the Collective Bargaining Agreement when it denied the relief sought in Grievance No. 14-D-14 filed August 28, 1953, which stated the Union's request for a revision in the job classification of the No. 3 Blooming Mill 1st Class Millwright occupation (74-0505).

The Union contends that the changes made by the Company, when it installed new equipment in the No. 3 Blooming Mill, are such that the job content is different and, therefore, the classification of the First Class Millwright must be raised from Job Class 15 to Job Class 17 through a revision of factorial point values from a total of 79 points to a total of 88 points. Specifically, the Union lists in its prepared statement the following changes in equipment and method of operation:

1. Around the clock operations
2. New highline
3. Hot connection transfer
4. New turn around ingot scale
5. Six new pits
6. One additional crane
7. Four surface scarfing machine
8. Six cover cranes
9. New pusher
10. Crop kickoff
11. Transfer table to slab yard

The Union seeks these specific point value changes to reflect the change in job content which the Union argues did occur because of the changes in equipment and method of operation.

Classification Factor	Present Point Value Code	Requested Point Value Code	Increase in Points
1. Quickness of Comprehension	B-1	C-2	+ 1
2. Initiative	C-2	D-3	+ 1
3. Judgment	C-2	D-3	+ 1
4. Education	3-C-8	3-D-9	+ 1
5. Experience	3-B-10	3-C-12	+ 2
6. Material	2-C-6	3-C-9	<u>+ 3</u>
			+ 9

In its statement, the Union set out to prove that the evaluation of the 1st Class Millwright occupation (74-0505) is improper, unfair and inequitable. It said, as recorded on page 59 of the transcript of the hearing, "The Union puts particular emphasis upon the fact that the classification in dispute is comparable to those approved for the other 1st Class Millwrights in the 76" and 44" Hot Strip Mills. Also reflects greater demands on skilled duties and general class of work performed than at the #2 Mill which has Pit Millwrights and Millwrights, the last one in a higher classification."

The Company denies, in its written statement, that the job content of the occupation in dispute has been changed by the physical changes sufficiently to require a change in the job classification. The Company argues that the description and classification for 1st Class Millwright occupation (74-0505) as accepted under the provisions of the Wage Rate Inequity Agreement of June 30, 1947, and the November 26, 1949, Agreement still applies. It denies that there has been a violation of Article V, Section 6, of the Collective Bargaining Agreement.

In its comments on the Union's brief in this case, the Company pointed to several statements which referred to "inequities" existing between

the job classification in dispute and other job classifications and argued that these charges cannot be entertained by the Company because the classification has been accepted under the Inequity Agreement. The arbitrator concurs that the question cannot be based on inequity alone; however, it must be assumed that the Union's reference to inequity is based on the fact that the Union believes that the changes that have been made by the Company are substantial enough to require an increase in point values; and on this basis, the job classification as it stands now in Job Class 15 is wrongly placed in relation to other jobs in the same class; and an inequity exists. On page 189 of the transcript, the union states, "There is every reason to believe as a result of the changes the (No. 3) Blooming Mill is fast approaching one of the more complex units in the plant, and it is certainly in line with the mechanical requirements, with the skills and efforts, that have to be put forth by the employee in the 76" and 44" Mill."

Although the transcript of this hearing required 213 pages with lengthy arguments on both sides, the case must be determined simply on the basis of the answer to the following question: Has the Company changed the job of the 1st Class Millwright in the No. 3 Blooming Mill as a result of the change in equipment sufficiently to require a change in the point values assigned to the attributes of the job? If the answer is negative, the Company is not in violation of Article V, Section 6, of the Collective Bargaining Agreement; if the answer is positive, the Company is in violation and the point values must be revised in the light of the changed job requirements.

On March 25, the arbitrator visited the Mills to observe the work areas and ask further about the job in question. Union and Company representatives were available to discuss the questions with the arbitrator.

Of all the changes identified during the testimony, the most impressive, from the point of view of the potential effect that they might have upon the point values, were (1) the new turn around ingot scale and (2) the new scarfing machine. The arbitrator questioned the Union and Company representatives especially upon the changes in job content that these two new pieces of equipment might have.

When job content is being discussed, care must be exercised that a new piece of equipment is not accepted as basically different or more complex unless it actually is basically different in its demands upon the services of the job in question.

After careful study of the testimony given and the facts brought out during the tour of the Mills, the arbitrator concludes that the Company was

not in violation of Article V, Section 6, of the Collective Bargaining Agreement when it denied Grievance No. 14-D-14 which stated the Union's request for revision in the job classification of the 1st Class Millwright occupation (74-0505) in the No. 3 Blooming Mill.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read 'E. A. Cyrol', written in dark ink.

E. A. Cyrol, Arbitrator