

UNITED STEELWORKERS OF)
 AMERICA, C.I.O.)
 ON BEHALF OF LOCAL 1010)
)
 -vs-)
)
 INLAND STEEL COMPANY)

Grievance No. 7-D-22

Hearing was held on Friday, May 7, 1954, at the plant of the Inland Steel Company, Indiana Harbor Works, East Chicago, Illinois.

Decision rendered by arbitrator on June 23, 1954.

In a letter dated April 8, 1954, addressed to the arbitrator and signed by representatives of the Company and the Union, the question to be decided in this case was stated as: "Whether or not the Company was in violation of Article V, Section 6, of the Collective Bargaining Agreement when it denied that the Company had changed the job content (requirements of the job as to training, skill, responsibility, effort, or working conditions) of the Motor Inspector Helper, (61-0504), in the No. 2 Blooming Mill so as to require a change in the classification under the Standard Base Wage Scale."

The subject grievance filed on November 24, 1953, and refiled on December 4, 1953, spells out the factors in dispute, the point value codes assigned by the Company and the changes requested. These are tabulated below:

<u>FACTORS</u>	<u>COMPANY CODING</u>	<u>REQUESTED CODING</u>	<u>POINT VALUE CHANGE</u>
Experience	1-D-3	2-B-4	plus 1
Accident Exposure	2-D-6	3-D-10	plus 4
Health Exposure	2-A-0	2-B-1	plus 1
Material	2-A-1	2-B-3	plus 2
Avoidance of Shut-Down	3-A-2	3-B-4	plus 2
Total Increase in Points requested			plus 10

This change in point values would increase the total point value of the job classification from 50 to 60, and the job class would be changed from 7 to 10 with the result that the base rate would be changed from \$1.820 to \$1.970.

The Company stated in its testimony that in the course of a program of expansion and modernization in the fall of 1953 the No. 2 Blooming Mill was converted from a 40-inch to a 46-inch mill and new equipment of advanced design was installed for the purpose of obtaining greater quantity and better quality of product than had been obtained before. The Company argued, however, that all the changes in equipment had not significantly affected the job content of the occupation in dispute in this grievance. The Company contended that a comprehensive Industrial Engineering study had been made and that certain changes in job descriptions and classifications were made as a result of it; however, the Company insisted, the study showed that the occupation of Motor Inspector Helper should properly remain in its original position in relation to other jobs.

The Company pointed out that the Motor Inspection Helper occupation, Index No. 61-0504, at the No. 2 Blooming Mill pre-dated the Wage Inequity Program and was not one of the occupations settled by arbitration at that time. Since the expansion and modernization program did not affect the occupation in question and since the classification had been accepted before, the Company concluded that it could not be in violation of Article V, Section 6, of the Collective Bargaining Agreement.

In the No. 2 Blooming Mill, the occupations, Motor Inspector Helper and Motor Inspector Leader, exist; however, the occupation, Motor Inspector, which is found in other mills, is not employed in the No. 2 Blooming Mill.

The Union contended that because the Motor Inspector Helper worked directly with the Motor Inspector Leader his work was of higher level than other Helper occupations. "The Motor Inspector Helper is actually not a helper, but is somewhere in between a helper and an actual Motor Inspector."* Page 10, transcript of hearings. The point was stressed that when the Leader is unavailable the Helper has no other Motor Inspector over him. In arguing for an increase in the point value assigned to the factor of Avoidance of Shut-Down, the Union stated that the Helper had increased responsibility with regard to this factor because the Leader may be absent at times. The union based its arguments on contention that the expansion and modernization program did significantly affect the occupation in this case. The Union insisted that the changes in equipment made the Helper job more complex and that more was now expected of the men employed in these jobs than was expected of them prior to the program.

The Union insisted throughout the hearing that the Helper's duties were changed by the change in equipment and that, in addition, during the absence of the Motor Inspector Leader, he might be "...required to maintain the equipment just as if he were a Motor Inspector."** Page 141, transcript of hearing. On the other hand, the Union did state that the man employed in the occupation in dispute was indeed "...doing the work of a Helper, but in a higher category than he is being given credit for, on the basis of the changed conditions that have taken place in the department."*** Page 142, transcript of hearing. The Union also stated that physical changes in the Mill required the Helper to "...cover a lot more equipment."**** Page 144, transcript of hearing. The changes made under the expansion and modernization program, the Union maintained, resulted in more work and required the understanding of more complex equipment than before the changes.

It is clear that this case must be decided on the basis of the answer to the question: Did the expansion and modernization program bring about such changes in equipment and operating techniques that the "requirements of the job as to training, skill, responsibility, effort, or working conditions" were changed and raised thereby to a higher level?

During the hearing, the question of more work was discussed. Did the Motor Inspector Helper have to do more work now than before? The answer to this question must be provided by work measuring techniques; however, it cannot affect the decision in this case. If the Company is asking for more than a fair day's work of the men employed in this occupation, or if the Union feels that these men should be given an opportunity to earn higher pay than they now earn, the Union must seek relief through time study, the addition of manpower or the application of wage incentives. All of this, of course, is out of the jurisdiction of this case.

The question of whether or not the level of skills required by the Motor Inspector Helper, when the Motor Inspector Leader was absent from the area, was increased thereby was also discussed during the hearing. The Union insisted that although the men in this occupation were "doing the work of a Helper" the level of skills required were higher than those of other similar occupations and higher than that which existed prior to the changes due to the expansion and modernization program. At times during the hearing, the arguments seemed to indicate that a Motor Inspector occupation should be created and installed in the No. 2 Blooming Mill. There may be some justification for such a move, although this cannot constitute a part of this decision; and, furthermore, the Union did insist the work was that of a Helper. In other words, it is clear to the arbitrator that the creation of another occupation, although some of the arguments indicated this conclusion, is not the relief sought by the Union and is not a part of this case.

We return to the basic question: Was the job changed in such a way that the job attributes, Experience, Accident Exposure, Health Exposure, Material, and Avoidance of Shut-Down, should be re-evaluated and the job class changed?

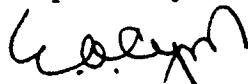
A few days after the hearing, the arbitrator visited the areas where the job in question and similar jobs were being performed to observe at first hand the changed conditions and to evaluate their effect upon the job factors involved. The arbitrator was accompanied by representatives of the Company and the Union and was able to ask questions during the tour of inspection.

From the testimony and the plant visit, the arbitrator cannot concur with the Union that the requirements of the Motor Inspector Helper job were changed significantly by the expansion and modernization program. The argument that in this Mill the Helper's skills must be of a higher level than other helper classifications because no Motor Inspector classification exists and the Motor Inspector Helper is asked to fill the void cannot hold because this condition existed when the original evaluation was made prior to the Wage Inequity Program.

It is important in job evaluation that only the basic requirements of a job be taken into account. The physical changes made in the No. 2 Blooming Mill were many; however, in the arbitrator's opinion, these changes did not affect the basic requirements of the job in question. Indeed, it would seem that some of the changes have improved the job from the Motor Inspector Helper's point of view, although the arbitrator would readily admit that it is very difficult for one man to assume the point of view of another man. It would seem, for example, that the Accident Exposure and Health Exposure were actually improved rather than worsened by the changes.

From his study of the facts of this case, the arbitrator concludes that within the framework of this case the job of Motor Inspector Helper was not changed significantly by the changes made by the Company as a result of the expansion and modernization program. Therefore, it is the finding in this case that the Company is not in violation of Article V, Section 6, of the Collective Bargaining Agreement when it denied that the Company had changed the job content (requirements of the job as to training, skill, responsibility, effort, or working conditions) of the Motor Inspector Helper (61-0504) in the No. 2 Blooming Mill so as to require a change in the classification under the Standard Base Wage Scale. It is so ruled.

Respectfully submitted,



E. A. Cyrol, Arbitrator