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ARBITRATION NO. 118

ARBITRATOR'S DECISION

Grievance No. 7-D-24

Between

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA

Before

Merle D. Schmid, Arbitrator

May 28, 1954

Decision Rendered

July 30, 1954

INDUSTRIAL MANAGEMENT ENGINEERS

Consulting Engineers

111 West Jackson Boulevard

Chicago 4, Illinois

DECISION OF THE ARBITRATOR

Before: Merle D. Schmid, Arbitrator

Inland Steel Company

and

United Steelworkers of America,
Local 1010

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Grievance No. 7-D-24

EVIDENCE SUBMITTED TO THE ARBITRATOR

A. From the Union:

The Union submitted a 7 page brief, 3 exhibits, and verbal arguments
(pages 128 - 136 and 143 - 144 of the transcript)

B. From the Company:

The Company submitted an 11 page brief, 5 exhibits, and verbal arguments
(pages 112 - 126 and 137 - 142 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.

The Question before the Arbitrator

The question to be decided by the Arbitrator, as defined in the letter of stipulation and in the briefs submitted by both the Company and the Union, is 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 Leader occupation (61-0503) in the No. 2 Blooming Mill, so as to require a revision in the coding of the following job classification factors:

Mental Stability
Experience
Mental Exertion
Material

Job description for Motor Inspector Leader

During the hearing (see pages 134 - 139 of transcript) there was considerable discussion about the job description of the Motor Inspector Leader, #2 Blooming Mill (61-0503). The Company implying that classifications of only the Job Condition factors could be changed under the Inland classification manual without making corresponding changes in the job description (see lines 3 - 10, page 139 of the transcript). The Company also reasoned that since the Union did not grieve the Job Description, they agreed that it was correct, and being correct this automatically precluded any change in the classification of the factors being grieved by the Union. (see lines 13 - 16, page 138 and lines 12 - 15, page 139 of transcript)

This Arbitrator disagrees with this line of reasoning and denies that if there is no change in job description, per se there could be no change in job factor classification. The Arbitrator wants to point this out particularly on the craft and maintenance type jobs which includes the Motor Inspector Leader Job.

Mechanical and maintenance type jobs generally have very general "typical activity" job descriptions which usually cover the trade or craft in question quite well regardless of the particular machines worked on. With this type of job description considerable change in equipment, and presumably level or degree of responsibilities, would be possible without any change in the job description.

Factors in Dispute

During the presentation of it's case, the Union (see page 8 of the Transcript) withdrew the factor of Mental Stability and changed their requested coding of Experience and Material. Thus the factors left in dispute were:

<u>Factor</u>	<u>Present Company Coding</u>	<u>Union Requested Coding</u>
Experience	3-B-10	3-C-12
Mental Exertion	3C 4-A-9	4-B 3-B-10
Material	2-C-6	3-C-9

Arbitrator's Analysis of Factors in Dispute

Experience

The change in equipment serviced by the Motor Inspector Leader (61-0503) due to the modernization of #2 Bloomer has had little effect on the necessary "absorption" time measured in the experience factor, at least as it affects the workers ability to qualify for the job.

It can be reasoned that a Motor Inspector Leader familiar^{with} and proficient in the operation and maintenance of the equipment of the old 40" Bloomer would require additional time to become equally proficient at #2 Bloomer after the modernization.

However for two reasons this is not what the factor of "Experience" in Inland's job classification plan is designed to measure:

1. The factor of experience is designed to measure the value of experience which affects the ability of the worker to qualify for the job (i.e. minimum requirements) there would be little doubt a proficient Motor Inspector Leader from the old 40" Bloomer could immediately meet the minimum requirements of Motor Inspector Leader of #2 Bloomer.

2. The factor of Experience does not presume to measure the time required to "absorb" the necessary job qualifications of a job and then shift to an essentially parallel job and "absorb" those similar job qualifications which have been substituted in the second job because of changes in equipment or methods of operation.

Rather the factor of Experience should measure the absorption time necessary in the second job without reference to the first job.

There is little doubt in the mind of this Arbitrator that Motor Inspector Leaders working at #2 Bloomer can point out new job duties they were required to learn and perform after the modernization program. However there also is little doubt in his mind that a similar group of job duties are no longer required.

Thus in all likelihood the absorption time now for a worker to gain the necessary experience to qualify for the job (i.e. to know the job details as required by #2 Bloomer) is very comparable to the former absorption time for a worker to gain the necessary experience to qualify for the job (i.e. to know the job details as required by the 40" Bloomer).

The Arbitrator can only conclude that no significant change in the value of the Experience factor was brought about by the modernization program at #2 Bloomer. Furthermore Factor Comparisons with the experience factor of the Motor Inspector Leaders #1 and #3 Bloomers show these two jobs, (51-0403) and (74-0602) are identical to the present coding of the Motor Inspector Leader #2 Bloomer (61-0503).

The Arbitrator therefore rules against the Union and substantiates the present coding of 3-B-10 for experience for the Job of Motor Inspector Leader, #2 Bloomer (61-0503).

Mental Exertion

The coding change requested by the Union for this factor, from 3-C, 4-A-9 to 3-B,

4-B-10 means that they feel that the Motor Inspector Leader is now spending more than 25% of his time working at a high level of mental exertion. Since it was agreed that before the modernization program the Motor Inspector Leader was spending less than 25% of his time at a High (Level 4) mental exertion, it must necessarily follow that for the allegation of the Union to be true a significant amount of high level mental exertion job duties must have been added to this job. To this the Arbitrator cannot agree.

Actually, the amount of very close attention necessary in making adjustments and repair to equipment has decreased somewhat due to the fact that older and more obsolete equipment has been replaced by more modern automatic equipment and control units which by the very nature of their design and operation require less adjustment and repair service. Furthermore a factor comparison of the Motor Inspector Leader #1 and #2 Bloomers (51-0404) and (74-0602) show that these jobs are both coded 3-C, 4-A-9 for mental exertion.

In view of the above, the Arbitrator can only conclude that the job of Motor Inspector Leader, #2 Bloomer (61-0503) is correctly coded in the Mental Exertion factor at 3-C, 4-A-9, and he therefore denies the Unions request for a change in this factor to 3-B, 4-B-10.

Material

The coding change requested by the Union for this factor, from 2-C-6 to 3-C-9, means that they feel the possible damage that could be done to material (equipment worked on in the case of the Motor Inspector's job) has increased from under \$1000 to over \$1000 because of the modernization program at #2 Bloomer.

In the opinion of the Arbitrator little has changed in the character of the equipment tended or the possible damage that could be done. It is true that

some new pieces of equipment such as the Amplidyne and Rototrol have been added, however other equipment has been retired from service and the possible damage per turn could not have changed appreciably. Furthermore it is difficult to see damage in excess of \$1000 attributable to this job, and when one considers the similar jobs of Motor Inspector Leaders at #1 and #3 Bloomers both of which are coded for less than \$1000 possible damage it appears that level 2 of this factor is the only logical coding. The Arbitrator therefore rules against the Union and substantiates the present coding of the Material factor 2-C-6 for the Motor Inspector Leader, #2 Bloomer (61-0503).

Conclusion

The Arbitrator denies all changes in factor coding requested by the Union and upholds the present coding and classification as presented by the Company for the Motor Inspector Leader, #2 Bloomer (61-0503).

Respectfully Submitted

July 30, 1954

Merle D. Schmid.