

An increase of seven points would transfer the occupation (55-2033) from Job Class 7 (49 to 51 points) to Job Class 9 (56 to 59 points). The occupation now carries a total point value of 50.

Both parties agree on the essential facts of the history of this case. The Company, in line with its modernization and expansion program, decided to discontinue galvanizing sheets by the "hot-dip" pot process. The pot galvanizing units were dismantled, and a second continuous galvanizing line was installed and put into operation. As a consequence of this major change in the method of producing its galvanized product, both sheets and coils, the Company made administrative and operational changes in the Galvanizing, Shipping, Warehouse, Finishing, Mechanical, and Electrical divisions of the department. All job descriptions and classifications and incentive plans were restudied, and some were revised. So that no misunderstanding arise, the arbitrator states here that the incentive plans involved are in no way connected with this case.

On May 6, 1954, the Company installed the job description and classification for Tractor Operator (55-2033). On June 1, 1954, the Union filed Grievance No. 12-D-90. The Company refused to grant the request of this Grievance. It denies that it is in violation of the Wage Inequity Agreement or of Article V, Section 6, of the July 30, 1952, Collective Bargaining Agreement. The Union alleges that the Company is in violation. The purpose of this arbitration is to settle this issue between the parties.

In its prepared statement, the Union gives its arguments for the revision of the four factors of Education, Accident Exposure, Physical Exertion, and Mental Exertion. The Union also pointed out, during the hearing, that in rewriting the job description for the Tractor Operator the Company made the following change: Under "Supervision," the statement "Directed by: Operator" was changed to read "Directed by: Operators."

The Union's arguments are summarized by the arbitrator as follows. As far as the factor of Education is concerned, the Union contends that the Tractor Operator, since he spends the Piler approximately one hour per turn, must be assigned a higher point value. A revision from 1-C-2 to 1-D-3 is sought; the Piler occupation carries a point value of five and a coding of 2-C.

The Union contends that the Accident Exposure in the job has been increased because the Tractor Operator will relieve the Piler more often than before and is exposed to being cut by sheets. He is further exposed to accident when he assists the Inspector or the Halden Shear Operator. It is further contended that the accident factor should take

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

ARBITRATION

of

Grievance No. 12-D-90

Hearing was held in the Labor Relations Meeting Room, Plant 1 Clock-house of the Indiana Harbor Works Plant of the Inland Steel Company, East Chicago, Indiana, November 10, 1954.

The transcript of the hearing was received by the arbitrator on December 2, 1954. A post hearing statement dated December 16, 1954, was submitted by the Company. A letter dated December 22, 1954, from the Union informed the arbitrator that no post hearing brief would be forthcoming from the Union.

Decision rendered by arbitrator on January 12, 1955.

In a letter sent jointly to the arbitrator by the Company and the Union, the question to be decided by this arbitration was stated as: Whether or not the Company was in violation of Article V, Section 6, of the July 30, 1952, Collective Bargaining Agreement, when it denied Grievance No. 12-D-90, filed June 1, 1954, which stated the Union's request for a revision of the coding of the following factors in the Job Classification for the Continuous Galvanize Line Tractor Operator occupation (55-2033):

Education
 Accident Exposure
 Physical Exertion
 Mental Exertion

The Company and Union exhibits submitted during the hearing of this case indicate the specific point values and codes assigned to the job and changes requested by the Union in its grievance. They are shown in tabular form below:

Factor	Code and Point Value Assigned	Code and Point Value Requested	Change in Point Value
Education	1-C-2	1-D-3	plus 1
Accident Exposure	2-C-4	3-D-7	plus 3
Physical Exertion	4-A; 2-C-6	3-D-8	plus 2
Mental Exertion	3-C; 2-A-7	3-D-8	plus 1
Total Change in Point Values			plus 7

into account the fact that the crane at the entry end of the units now services two units instead of one unit. A second Tractor Operator is added when coiling is done.

The argument is presented by the Union that the Physical Exertion factor must be revised upward because (a) the Tractor Operator now services two units instead of one unit; (b) he must relieve the Piler on either unit; and (c) the Company has assigned higher point values to other tractor driving jobs that the Union contends are similar to the job in dispute.

The Union contends that servicing two lines instead of one line requires greater mental alertness; and this should be recognized by the assignment of 3-D-8 instead of 3-C; 2-A-7 to the Mental Exertion factor. The Union lists other tractor operator jobs which carry the 3-D-8 evaluation for this factor.

The Company's arguments are summarized by the arbitrator as follows. In general, the Company contends that since the Union has not pointed out changes to be made in the job description as submitted by the Company the evaluation should be allowed to stand as is. The Company claims, further, that there has been no substantial change in the job content which would permit revision of point values under the terms of the Collective Bargaining and Wage Rate Inequity Agreements.

In its original and post hearing briefs, the Company argues that there has been no substantial change in job content and offers specific arguments regarding the factors; Education, Accident Exposure, Physical Exertion, and Mental Exertion.

The Company argues in its defense of its evaluation of the factor of Education that no change in job content was made to justify the 1-D-3 value. The Company argues that the requirements of the job with respect to this factor are the same as they have always been.

Accident Exposure has not been increased because, the Company claims in its counter argument on this factor, the entry area, where Union feels the Accident Exposure has increased, is actually not accessible to a tractor. The receiving and stocking areas are so arranged that a tractor driver cannot be exposed to the dangers of being struck by a lift being handled by the stocking crane (#14 Crane). The fact that the Tractor Operator is required to place coils in position for and on the feed mandrels of the #1 and #2 Line does not support the Union's argument, the Company says, because this is done by the tractor driver only when "the crane is not operating due to a breakdown." The amount of relief work required of the Tractor Operator has not been changed according to Company's statements.

The Company points out in its post hearing brief that prior to the installation of the #2 Galvanize Line the Tractor Operator was not occupied 100% of the turn but that, nevertheless, the occupation was evaluated on the basis of 100%. The evaluation of 4-A; 2-C-6 was assigned for exertion at Level 4 up to and including 25% of total time and at Level 2 up to and including 75% of total time. In its original statement presented at the hearing, the Company said, "The installation of the second continuous galvanize line has only affected the occupation of Tractor Operator in this manner: The workman on the job is now doing more of the same. A Tractor Operator performs the same duties in servicing the #2 Line as those performed in servicing the #1 Line. At the time the occupation was originally classified and described, the classification was based upon the requirements of the job for eight hours of work -- the normal working turn. Logically, the occupation was evaluated for 100% of the working turn; not 50% or 75% of the turn. The fact is that the actual work requirements of the job did not provide a full turn of work for the Tractor Operator; and, as a result, the duties of the job were performed for less than 100% of the turn. With the installation of the second line, the work requirements of the job were increased. The net effect of this is that the Tractor Operator now has less idle time as he spends a greater percentage of the working turn performing the same duties previously performed and evaluated on the basis of 100% of the normal eight hour working turn." (This quotation is from the transcript of the hearing, pages 92 and 93, and from the Company's Exhibit D, pages 8 and 9.)

With regard to the factor of Mental Exertion, the Company states that the ten factor comparisons presented by the Union cannot be considered because the content of the occupation in dispute has been compared with other occupations before; and, such a comparison at this time cannot be entertained, unless there has been a substantial change made in the job content.

The issue in this case is clear. The decision and award must be based on the answer to the question: Has the job content of the Tractor Operator (55-2033) in the Galvanize Department been changed as a result of the modernization and expansion program which changed the method of galvanizing sheets and coils from the "hot-dip" pot galvanizing process to the continuous galvanizing process?

The Company repeated, several times, the argument that since the Union did not seek a change in the job description the conclusion must be made that there is no change in job content. This conclusion is not necessarily valid. Two jobs may have identical job description and yet be evaluated differently. Admittedly, the descriptions are brief as they must be for practical considerations; therefore, no varying shades of meanings are possible. However, the evaluation must take these differences

into account. The arbitrator is sure that the parties would not want to hold to the principle: The same description always yields the same point values on all jobs; or, no change in description always means no change in point values.

One change in description was actually pointed out by the Union: Direction to the Tractor Operator is indicated as given by "Operators" instead of "Operator."

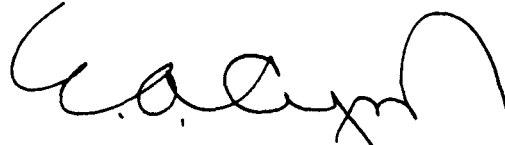
The arbitrator concurs with the Company with respect to its arguments in rejecting the Union's request for increases in point values for the factors, Education and Accident Exposure. However, there is evidence that some change in job content has taken place as far as the factors, Physical Exertion and Mental Exertion, are concerned.

The Company's own statements indicate that it recognizes that the Tractor Operator has less idle time now than before the installation of the second galvanizing line and that he is performing the same duties more often. The Company defends the point values assigned to these factors by arguing that originally the occupation was evaluated on a basis of 100% of the time, although, originally, the Tractor Operator had idle time. The arbitrator must disagree with this analysis of the evaluation. Certainly the evaluation must be made on the basis of 100% of the working turn, but this cannot mean that idle time would be ignored when the "Levels of Physical Exertion" and the "Levels of Mental Exertion" have as the first level, "Little exertion; wait at attention." and "Little exertion; no particular demand on mental faculties." Why would not the Company assign the first level in either case to the degree that the idle time was present in the Tractor Operator's working turn? In that way, for example, it could have recognized idleness up to 25% and assign the other levels to the other matching degrees to yield a total of 100% of the working turn.

The original evaluation did not recognize idle time as it might have; and, since no specific reasons were given by the Company for this treatment of degree determination, the arbitrator must accept the fact that the Tractor Operator's ". . . . work requirements were increased" with the installation of the second continuous galvanizing line. It is clear, also, that the Tractor Operator now must plan his work and follow directions in accordance with the operation of two lines instead of one line. This leads the arbitrator to concur with the Union that the Mental Exertion is greater now than before and should receive a higher point rating.

Therefore, it is the finding of this arbitrator that the Physical Exertion point value and code should be changed in line with the Union's request to 3-D-8. It is also his finding that the Mental Exertion point value and code should be changed in line with the Union's request to 3-D-8. Accordingly, the total point value of the occupation, Tractor Operator (55-2033), will be changed from 50 to 53, moving the occupation from Job Class 7 to Job Class 8. This to be put into effect retroactively to May 6, 1954. It is so ruled.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'E. A. Cyrol', with a large, sweeping flourish at the end.

E. A. Cyrol, Impartial Arbitrator