7-0123

BEFORE

PAUL M. EDWARDS

IMPARTIAL ARBITRATOR

INLAND STEEL COMPANY)
)
and) Grievance No. 12-D-102
)
UNITED STEELWORKERS OF AMERICA)
LOCAL UNION 1010)

ARBITRATOR'S AWARD

Question To Be Decided

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-102, filed June 1, 1954, which stated the Union's request for a revision of the coding of the following factors in the job classification of the Continuous Galvanize Line Operator Occupation (55-2020:55-2120):

Mental Exertion
Responsibility for Material Cost Control
Responsibility for Equipment Cost Control
Responsibility for Avoidance of Shutdowns
Responsibility for Maintenance of Operating Pace

Decision of the Arbitrator

The Company was not in violation of the July 30, 1952, Collective Bargaining Agreement when it denied Grievance No. 12-D-102.

Respectfully submitted,

/s/ Paul M. Edwards
Paul M. Edwards, Impartial Arbitrator

OPINION

Summary of Facts of the Case

During the early part of the year 1951, the Company installed the No. 1 Continuous Galvanize Line. This line was placed in operation on May 4, 1951.

A job description and job classification were prepared for the job of Operator, the classification assigning the job to Job Class 21. The hourly rate applying to Job Class 21 was placed in effect at the time that the line started to operate and has been paid since that time. The description of this job was revised during August of 1951 and remained in effect until the installation of the No. 2 Continuous Galvanize Line.

The Company installed the No. 2 Continuous Galvanize Line, which started to operate during the month of May, 1954. At this time, the Company again revised the job description. While the job description was modified, there was no change made in the job classification, the Company proposing that the classification of 1951 apply to the operators of both lines.

On June 1, 1954, the Union filed Grievance No. 12-D-102, alleging that the Company had established a new job of Operator-Continuous Galvanize Line and that a new classification was required. This the Company denied, and the issue is now being settled by arbitration.

Position of the Union

The Union contends:

That the Company has installed a new piece of equipment and that a new job has been created.

That the classification of this job as proposed by the Company does not provide an equitable wage rate under the terms of the Collective Bargaining Agreement.

That the job of Operator for the No. 2 Line should be classified independently of the classification of the Operator on the No. 1 Line.

That the classification of the job of Operator-No. 1 Line is not equitable, but that it was installed because the grievance applying to it was allowed to lapse through a mistake by the Union.

That, although the Union is committed to live with this classification under the terms of the Collective Bargaining Agreement, this fact does not commit the Union to accept an inequitable classification in the case of the new job of Operator-No. 2 Line.

The Union supports its case for reclassification of the four factors in dispute with arguments based upon the classification manual and by comparison with a number of other jobs.

Position of the Company

The Company contends:

That there is no new job and that the description of the Operator-Galvanizing Line was revised in order to bring it up to date due to minor changes and to include the operators of both lines.

That there has been no significant change in the content of the job as to training, skill, responsibility, effort, or working conditions, so as to require a revision of the classification.

That because there has been no new job established under the provisions of the wage-rate inequity agreement of June 30, 1947, the description and classification for each job as agreed upon shall continue in effect unless (1) the Company changes the job content so as to change the classification of such job under the standard base rate wage scale, or (2) the description and classification are changed by mutual agreement between the Company and the Union.

That the changes that have been made in the job of Operator-No. 1 Line have been minor changes and do not justify a change in the job classification. It also claims that the Union recognizes this fact, because the Union has not at any time requested a reopening of the classification of the Operator-No. 1 Line.

Opinion of the Arbitrator

From its nature, this case must be considered in two steps: (1) Is the job of Operator of the No. 2 Continuous Galvanize Line a new job? (2) If it is a new job, what is the proper classification of the factors in dispute?

If it is not a new job, then the 1951 classification will apply.

The Company contends that it is not a new job and has submitted one description and one classification to cover the occupations of Operator of the No. 1 and No. 2 Lines. The Union contends that the Company has installed a new piece of equipment, has set up a crew for it, and that the Operator job is, therefore, a new job.

The Arbitrator cannot accept the Union's argument at its face value. Whether a job is to be treated as a new job or an extension of an existing job will depend upon the degree of change. The addition of a new open hearth furnace in an existing Open Hearth Department does not create a new job of First Helper-Open Hearth, although the addition of a new blooming mill would undoubtedly result in the addition of a new job of Roller. This would probably be true even though the new blooming mill were identical to an existing blooming mill, because the new mill in itself constitutes a new department which, under normal practice, results in a new job description and evaluation. The addition of a new cold reduction mill would probably result in a new job description and classification if the new mill were of different width or different number of stands, or significantly different in its speed and capacity from existing mills. However, if it were identical or substantially the same as existing mills and in the same department, then additional men would be paid under the existing job descriptions and classifications. The addition of a new motor truck to the Company's garage, even though it were a different make, of somewhat different capacity, and had different controls, would not normally result in the reclassification of the job of Truck Driver, because the job of Truck Driver is designed to cover a variety of equipment. In this case, therefore, the Arbitrator must decide whether the addition of the new galvanize line changed the job of Operator in a manner which would justify the description and classification of a new job. From a review of the descriptions, from the testimony offered, and from the Union's brief, the Arbitrator must conclude that there has been no change in the duties of the Operator upon the addition of the No. 2 Galvanize Line which would justify setting up a new job classification. The Arbitrator must, therefore, conclude that there has been no new job established and that the case must be considered on the basis of whether the Union had the right to reopen the existing classification because of the addition of the new equipment and because the Company offered a revised job description.

Even if the No. 2 Operator job were ruled a new job, it is doubtful if the classification should have been different from that of the No. 1. job.

An examination of the Union's position with regard to the five factors in dispute indicates that the classification of the job in 1941 was equitable to all intents and purposes. Such jobs as Strip Mill Rollers, Cold Reduction Mill Rollers, Merchant Mill Rollers, Billet Mill Rollers, and Structural Mill Rollers, as well as Operators or Temper Mills, constitute poor comparisons in this case. The jobs of Operator-Electrolytic Tinning Line and Operator-Continuous Strip Anneal make more valid comparisons.

Neither can the Arbitrator give significant weight to the fact that the job of Galvanize Line Operator may have been incorrectly classified because of the Union's failure to process the grievance in 1951. The classification must be accepted at its face value and used as the most significant data in the classification of the new job, if any. If this is done, it begs the question of whether the job is a new job or a changed job, since it is agreed by both parties that there is no significant difference in the job content of the two jobs. The most important thing in the administration of wages is to keep them consistent within each unit of jobs. The evaluation manual can be discarded and new jobs classified entirely by factor-by-factor comparison with the most comparable existing jobs. In this case the Arbitrator would be doing a disservice to both parties if he allowed the job of the new line Operator to be evaluated on the basis of comparisons with various steel mill rollers rather than with the job of Galvanize Line Operator.

March 11, 1955.