

ARBITRATION AWARD #130

ARBITRATORS DECISION

GRIEVANCE NO. 12-D-97

BETWEEN

INLAND STEEL COMPANY

A N D

UNITED STEELWORKERS OF AMERICA

LOCAL 1010

BEFORE

PHILIP H. WEBER, ARBITRATOR

JULY 14, 1955

DECISION OF THE ARBITRATOR

Before Philip H. Weber

Inland Steel Company

and

United Steelworkers of America

Local Union 1010

Grievance No. 12-D-97

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1. Calendar

Grievance #12-D-97 was filed on June 1st, 1954

Step 1 - Answer was made July 7, 1954.

Step 2 - Answer was made July 21, 1954.

Step 3 - Answer was made July 28, 1954.

Letter concerning the grievance was submitted to Arbitrator on June 8, 1955 asking him to serve.

Letter setting the date of hearing for July 14, 1955 was sent to the Arbitrator on June 14, 1955.

Hearing was held on Thursday, July 14, 1955 at the Inland Steel Company, Indiana Harbor, Indiana.

Plant visit to the Warehouse and Shipping Unit and other units of the Company was made on July 14, 1955 to view the various cranes referred to in the testimony.

According to Agreement at the hearing, post hearing statements were to be submitted within 15 days after receipt of transcript of the meeting. The Company submitted a post hearing statement August 7, 1955. The Union did not submit a post hearing statement.

Decision was rendered by the Arbitrator on October 24th, 1955.

2. Appearances

For the Company

Mr. W. T. Hensey, Jr., Assistant Superintendent,  
Labor Relations Department

Mr. W. A. Dillon, Divisional Supervisor,  
Labor Relations Department

Mr. M. Jacobson, Industrial Engineer,  
Industrial Engineering Department

For the Company (Cont'd)

Mr. C. R. Grebey, Job Analyst,  
Industrial Engineering Department  
Mr. A. W. Grundstrom, Senior Wage Analyst,  
Industrial Engineering Department  
Mr. F. F. O'Donnell, General Foreman,  
Finishing and Shipping, Galvanize Department

For the Union

Mr. Cecil Clifton, International Representative  
Mr. Joseph Wolanin, International Representative  
Mr. Ahmed Ford, Assistant Griever  
Mr. William Taylor, Craneman

Arbitrator

Mr. Philip H. Weber

3. History of the Case

In November, 1945 the Company described the occupation of Craneman - Warehouse, Galvanizing Department (Index No. 55-0622). The occupation was classified during the Wage Rate Inequity Program, December 1, 1948 and the description and classification were accepted by the Union prior to the conclusion of the Wage Rate Inequity Program.

The description of November, 1945 and the classification of December, 1948 for the occupation of Craneman - Warehouse, Index #55-0622 remained in effect and unchanged until May, 1954.

On May 4, 1951 a continuous galvanize line, No. 1 line, was placed in operation and all occupations necessary to its operation were studied for significant changes in job requirements. No significant changes were found and the description and classification for the Craneman - Warehouse remained in effect, unchanged and unchallenged by the Union.

On November 2, 1952, the #4 and #5 hot dip zinc pots were removed from operation. However, the job content of the occupation was not affected and no changes in the description or classification were made.

In May, 1954, a second continuous galvanize line, No. 2 line, was installed and the remaining two pots and auxiliary units were removed from operation. In light of the installation of the No. 2 line, together with the removal of the remaining 2 pots and auxiliary equipment coupled with other administrative and operational changes the Craneman - Warehouse occupation was reviewed to determine the effect upon the occupational description and classification. A revised job description, classification and title for the occupation of Warehouse and Shipping Craneman, Index No. 55-0622 were presented to the Union on May 6, 1954 and subsequently installed effective August 10, 1954 in conformity with the provisions of Article V, Section 6 of the Collective Bargaining Agreement. The Union agreed to its installation and reserved the right to grieve it.

The Union filed Grievance #12-D-97 on June 1, 1954.

The Step 1 Answer was made July 7, 1954

The Step 2 Answer was made July 21, 1954

The Step 3 Answer was made August 5, 1954

No satisfactory settlement was reached in these three steps so the grievance comes before this Arbitrator in accordance with Article VIII, Section 2, Step 4, and Article V, Section 9 of the July 30, 1952 Collective Bargaining Agreement.

#### 4. Submission of Grievance to Arbitrator

Under date of June 8, 1955 the following submission was received:

"The Management of the Indiana Harbor Works of the Inland Steel Company and Local Union 1010 of the United Steelworkers of America, CIO, have been unable to settle the above numbered grievance (12-D-97), and in accordance with step number 4, under Section 2, Article VIII, entitled 'Adjustment of Grievances,' of the Agreement between the Company and the Union, dated July 1, 1954, the matter is now to be submitted to an impartial umpire for final determination.

The question to be decided by the Arbitrator is whether or not the requirements of the Galvanize Warehouse and Shipping Crane Operator occupation (55-0622) (as to training, skill, responsibility, effort or working conditions) have changed so as to require reclassification of the following factors under the provision of Article V, Section 6, of the July 30, 1952 Collective Bargaining Agreement:

Material  
Equipment  
Operating Pace

The Company denied Grievance 12-D-97, filed June 1, 1954, which made the above request based on the allegation that the Company was in violation of Article V, Section 6 of the July 30, 1952 Collective Bargaining Agreement."

Article XIV, Section 4 of the July 1, 1954 Collective Bargaining Agreement states:

"Pending Grievances. All grievances which were filed under the terms of the 1952 Agreement between the parties, as amended and supplemented, and which are now in the process of adjustment will be considered under the grievance procedure set forth in this Agreement and settled in accordance with the applicable provisions of the said 1952 Agreement, as amended and supplemented, in effect at the time the cause of the grievance occurred."

Copies of the July 1, 1954 and July 30, 1952 Collective Bargaining Agreements are enclosed so that you may familiarize yourself with their provisions as regards this particular dispute.

## 5. Statement of Union

The Union submitted a 10 page statement together with 22 pages of exhibits in support of its position in the above numbered grievance. The Union appealed the Company's decision denying the Union request for a higher job classification of the Warehouse and Shipping Craneman's Occupation in the Galvanizing Unit (55-0622).

## 6. Statement of the Company

The Company submitted a 30 page statement together with 41 pages of exhibits, the Collective Bargaining Agreement and the Wage Inequity Agreement.

The Company contends that the Warehouse and Shipping Craneman Job (#55-0622) in the Galvanizing Unit is properly classified under the procedure of the Wage Rate Inequity Agreement and denies that there has been a violation of Article V, Section 6 of the Collective Bargaining Agreement.

## 7. Question to be Decided by Arbitrator

The question to be decided by the Arbitrator is whether or not the job contents or requirements of the Galvanizing Warehouse and Shipping Crane Operator Occupation (55-0622) (as to training, skill, responsibility, efforts, or working conditions) have changed so as to warrant the change in coding requested by the Union or require reclassification of the following factors under the provisions of Article V, Section 6 of the July 30, 1952 Collective Bargaining Agreement:

1. Responsibility for Material Cost Control
2. Responsibility for Equipment Conservation
3. Responsibility for Maintenance of Operating Pace

The Company denied Grievance #12-D-97, filed June 1, 1954, which made the above request based on the allegation that the Company was in violation of Article V, Section 6 of the July 30, 1952 Collective Bargaining Agreement.

## 8. Written and Oral Evidence at Arbitration Hearing

During the hearing held July 14, 1955 representatives of both parties presented a considerable amount of both written and oral testimony. There were many carefully prepared exhibits together with supplementary explanatory material bearing on the three factors in question.

The material presented at the meeting, which was transcribed covered 224 pages. This information was reviewed and compared with the exhibits and the information obtained during the plant visit.

## 9. Plant Visits to View Activities of Warehouse and Shipping Craneman (Index No. 55-0622) and other Craneman Jobs Referred to in the Testimony.

Prior to the Arbitration meeting a visit was made to the Galvanize Warehouse and Shipping unit to view the activities of the Warehouse and Shipping Craneman job. The changes in physical layout were checked against the exhibits and craneman's activities observed.

In the afternoon after the meeting a visit was made to the cranes in other units which were referred to in the exhibits. The size of these cranes and the nature of their operations were very carefully observed, and in each case compared to the Warehouse and Shipping Craneman job.

#### 10. Basis of Arbitrator's Decisions

Provisions in the Collective Bargaining Agreements governing the area within which the decision of the Arbitrator must be made

#### Collective Bargaining Agreement - July 30, 1952

"Article V, Section 6. Description and Classification of New or Changed Jobs. The job description and classification for each job as agreed upon under the provisions of the Wage Rate Inequity Agreement of June 30, 1947, and the Supplemental Agreement relating to Mechanical and Maintenance Occupations dated August 4, 1949, shall continue in effect unless (1) the Company changes the job content (requirements of the job as to training, skill, responsibility, effort, or working conditions) so as to change the classification of such job under the Standard Base Rate Wage Scale or (2) the description and classification is changed by mutual agreement between the Company and the Union.

"When and if, from time to time, the Company at its discretion establishes a new job or changes the job content of an existing job (requirements of the job as to training, skill, responsibility, effort or working conditions) so as to change the classification of such job under the Standard Base Rate Wage Scale, a new job description and classification for the new or changed job shall be established in accordance with the following procedure:

- A. The Company will develop a description and classification of the job in accordance with the provisions of the aforesaid Wage Rate Inequity Agreement.
- B. The proposed description and classification will be submitted to the grievance committee of the Union for approval.
- C. If the Company and the grievance committee are unable to agree upon the description and classification, the Company may, after thirty (30) days from the date of such submission install the proposed classification and such description and classification shall apply in accordance with the provisions of the aforesaid Wage Rate Inequity Agreement, subject to the provisions of sub-paragraph D below.
- D. The employee or employees affected may at any time within thirty (30) days from the date such classification is installed file a grievance alleging that the job is improperly classified under the procedures of the aforesaid Wage Rate Inequity Agreement. Such grievance shall be processed under the grievance procedure set forth in Article VIII of this Agreement and Section 9 of this Article. If the grievance

be submitted to arbitration, the Arbitrator shall decide the question of conformity to the provisions of the afore-said Wage Rate Inequity Agreement, and the decision of the arbitrator shall be effective as of the date when the disputed job description and classification was put into effect.

"Article V, Section 9. Should a grievance as to the meaning and application of any provision or provisions of this Article V be processed to arbitration under Article VIII hereof, the arbitrator shall be a recognized industrial engineer and shall be selected by mutual agreement between the Industrial Engineering Department of the Company and the Research Division of the International Union. The arbitrator's decision shall be final and binding upon both parties, and his compensation and expenses shall be borne equally by the Company and the Union. Such an arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the provisions of this agreement, and he shall have no power to add to, detract from or alter in any way the provisions of this agreement."

11. Correctness of Job Description

As brought out in both the Union and Company briefs submitted to the Arbitrator and as brought out in later testimony, there is no question concerning the accuracy of the Job Description for Warehouse and Shipping Crane-man (Index No. 55-0622).

12. Original Point Value, Revised Point Values and  
Union's Requested Point Values

As determined from the exhibits the ratings for the contested factors are as follows:

	<u>December 1, 1948 Original Rating</u>	<u>May 1954 Company Revision</u>	<u>Union Requested Coding</u>
Responsibility for Material Cost Control	2B3	3B5	3C9
Responsibility for Equipment Conservation	3B5	3B5	4B7
Responsibility for Maintenance of Operating Pace	3C6	3C6	3D8

13. Additional Information at Arbitration Hearing

At the time of the Hearing, additional data was presented by both parties that apparently had not been presented and discussed in the steps of the grievance procedure before going to arbitration. A number of these items could probably have been cleared up in the grievance steps leaving only the unadjusted items in dispute for the Arbitrator to settle.

#### 14. Description of Job Evaluation and Classification

In the Job Classification Manual given the arbitrator, the outline of the job evaluation system is provided; the job attributes to be used in comparing one job to another or to the rest of the jobs in an organization are clearly spelled out and their use explained. These job attributes are listed as Principal Factors and are given below:

##### Job Prerequisites:

- Physical and Mental Requirements
- Educational Requirements
- Experience

##### Job Conditions:

- Environmental Deterrents
- Physical Exertion
- Mental Exertion
- Accident Exposure
- Health Exposure

##### Job Responsibility:

- For Material Cost Control
- For Equipment Conservation
  - For Avoidance of Shut-Downs
  - For Maintenance of Operating Pace
- For Safety of Others

Job Evaluation is an attempt at orderly consideration of the requirements of certain tasks that are normally assigned under a job title. Its successful use is dependent not so much upon the correct evaluation of one job but upon the correct evaluation of each job with respect to each other job in the entire group. To evaluate a job too low with respect to other jobs in the group, is unfair to the persons assigned to that job; to evaluate a job too high with respect to other jobs in the group is unfair to the persons assigned to all those other jobs in the mill or factory. It behooves both the Company and the Union to exercise great care that all jobs are treated alike especially at a time when one job is under examination after the job requirements have been changed with respect to the original requirements as is the case in the present instance.

#### 15. List of Changes in Duties of Craneman - Warehouse (55-0622)

Items shown in quotation marks are statements not in both job descriptions.

##### In Old Description - (Not in New Description)

Operate "five (5) ----- to move -----material-----  
Galvanizing Warehouse."

Supervised by: "Mechanical Foreman"



"Stands and operates crane controls to move crane, lift and lower materials, position lifts as directed"

Operates crane to move - - - - from the following locations or equipment; "Scrubber, shears, pots stencil machine, - - - - bracing floor, stock piles, material storage, - - - - stretcher level, bundle benches, - - - - Roofing Department runway, etc."

"May remove or place the following materials at proper locations: Black or Galvanizing sheets, combination material, plates, strips, empty racks, miscellaneous equipment," - - - - and all other lifts pertaining to the flow of materials in warehouse.

#### In New Description (Not in Old Description)

Operates "10 ton - - - - traveling - - - - to pick up material for shipping, storage, loading and unloading."

Supervised by: "Shipping Foreman"

"Tools and Equipment Used:"

"#3 overhead electric traveling crane, lubricating equipment, etc."

"Materials:"

"Steel sheets, strips and coils, mechanical and electrical equipment, lumber, spelter, scrap, etc."

"Typical Duties:"

"Operates electric controls to motivate bridge, hoist and trolley. Activates foot pedals for brake and warning signal."

Operates crane to move - - - - from the following locations or equipment; "Continuous Galvanizing lines, scales, inspection benches - - - - shipping floor, storage areas, - - - -"

"Loads, unloads and transfers the following materials as directed: mechanical and electrical spare equipment, shipping materials, zinc and all other lifts - - - - and shipping area."

In general, the activities in the revised new description are very much the same as the old description. There are less locations to pick up from and deliver to, but the individual loads in some cases are heavier. Even though the crane was changed from a 5 ton crane to a 10 ton crane the general operation of the controls and the travel remained the same.

#### 16. General Analysis of Factors by the Arbitrator

A thorough review was made of the Inland Steel Company Job Classification Manual in order to determine exactly what duties, responsibilities, job conditions, etc., belonged under each factor and the method of rating the values for each of these items.

In reviewing the ratings for the three factors in question, a combination check of the ratings were made by referring to the scale definitions and to those jobs that were comparable and applicable of the jobs provided by the Union and the Company in their exhibits.

Every effort was made to carry out the analysis and rating in accordance with the general plan followed in the rating and comparison of the original 2350 jobs of the Inequity Agreement.

#### 17. Arbitrators Analysis of the Factors of Grievd Job of Craneman - Warehouse (Index No. 55-0622)

In his analysis of this case, the Arbitrator compared all of the jobs given him during the hearing not only on the factors in question but in some cases on the other factors. All of the job attributes were studied in comparison with each other to be sure that the various jobs were really comparable and applicable and to be sure that the various duties, responsibilities, conditions, etc., were considered under the appropriate factor.

Particular attention was given to the statements and the testimony given that applied to the three factors that were questioned. In some cases the Arbitrator considered that information given did not apply to the factor as stated but applied to some other factor where due credit was given.

The statements and ratings for each factor questioned have been checked in detail and a decision shown for each such factor.

#### 18. Responsibility for Material Cost Control

December 1-48	May 1954	June 1-54
Company Coding	Company Revised	Union Requested
2-B-3	Coding	Coding
	3-B-5	3-C-9
Average discretion to prevent damage to sheets by spilling. Cost to degrade or reduce to stock size under \$1,000.00	Average discretion to prevent damage to sheets by spilling. Cost to degrade or reduce to stock size over \$1,000.00	Exercise considerable discretion and initiative to prevent damage to sheets by spilling. Cost to degrade or reduce to stock size over \$1,000.00

The Union contended that due to the second line being put into operation, the crane being changed from 5 ton capacity to 10 ton capacity, and additional lifts due to servicing two lines, the warehouse, and shipping area that it would be necessary to exercise considerable discretion and initiative

to prevent damage to sheets by spilling. An analysis of all the information presented did not show any reason for a difference in the degree of responsibility.

The Union referred to 13 jobs but only furnished Job Descriptions for 5 jobs. Of these 13 jobs, 4 had lower over-all ratings but were comparable as the B degree of responsibility. The other cranes referred to with a C degree of responsibility were analyzed from the job descriptions where available and also from actually seeing the cranes in operation during the plant visit. These cranes with a C Degree of responsibility were handling different materials in most cases and the type of operation was considerably different.

The Company contended that there was no basic change in the degree of responsibility since there were the same controls for operating the crane, the crane was operating in the same general area as before, lifting and transporting the same kind of material from approximately the same number of locations. Due to the increase from 5 ton capacity to 10 ton capacity the possible damage per turn was increased from 2 to 3. This change was not questioned by the Union.

The Company referred to 11 jobs of which 2 had a B degree of responsibility contending that these are comparable to the job in question. The other 9 jobs had a C degree of responsibility which the Company contends are substantially different from the job in question.

Taking into consideration all of the information presented and data from the actual viewing of the cranes with the C degree of responsibility in operation it is the decision of the Arbitrator that the code value of 3-B-5 as defined is correct for the grieved job classification and the request for an increase to 3-C-9 is denied.

#### 19. Responsibility for Equipment Conservation

December 1-48	May 1954	June 1-54
Company Coding	Company Coding	Union Requested Coding
3-B-5	3-B-5	4-B-7
Ordinary attention to avoid damage to crane by improper attention. Cost to repair over \$200.00	Ordinary attention to avoid damage to crane by improper attention. Cost to repair over \$200.00	Great care must be taken not to hit piling equipment at #1 and #2 continuous lines

The Union contends that damage to equipment should not be limited to the crane only, that the process has been speeded up so that more material is being handled, and that great care must be taken not to hit the piling equipment.

The Union referred to 8 jobs and furnished 8 Job Descriptions. Of these 5 jobs had the same #3 Possible Cost of Damage, 1 job had a #2 Possible Cost of Damage and 2 had a #4 Possible Cost of Damage. These references were made primarily to show that in other jobs equipment damage could be for more

than just the crane operated so that the possible damage to piling equipment should be taken into consideration when rating the job in question.

The Company contended that their statement concerning damage to the crane being the only equipment to consider applied to this particular crane and not to all cranes. The Company further contended that the crane did not need to go near the piling equipment but should pick up loads from the buggies which were a distance from the piling equipment. Further it would be a violation of General Safety Rules to move loads near or over piling equipment. The Company also contended that the damage that could be done to the crane would exceed any other damage that could be done and that the amount of equipment on the floor now is much less than when the original rating was made.

The Company referred to 4 jobs all with a 3-B-5 rating which they claimed were comparable to the job in question.

With the above information and a study of the exhibits showing the original layout and final layout it is the decision of the Arbitrator that the rating of 3-B-5 as defined is correct for the grieved job classification and the request for an increase to 4-B-7 is denied.

#### 20. Responsibility for Maintenance of Operating Pace

December 1-48	May 1954	June 1-54
Company Coding	Company Coding	Union Requested Coding
3-C-6	3-C-6	3-D-8
Cooperation with others to set pace and avoid warehouse bottlenecks	Cooperation with others to set shipping pace and avoid warehouse bottlenecks	See that lifts are taken away fast enough to keep the lines from going down.

The Union contends that there is a difference in the job since the title has been changed from "Craneman Warehouse" to "Warehouse and Shipping Craneman" and the statement in the job has been changed from "avoid warehouse bottlenecks" to "set shipping pace and avoid warehouse bottlenecks."

The Union referred to 13 jobs, 9 of which had a lower rating of B for Responsibility, 3 had a rating of C and 1 had a rating of D, the rating requested by the Union.

The Company contends that the job was always required to transfer lifts from the warehouse and to shipping and that this part of the job has not changed and that there has been no change in pace compared to the time when lifts had to be made to and from the various parts and other units.

The Company also contends that the D degree of responsibility calls for "Assuming responsibility for planning, instructing, and directing, the work of himself or others and the setting of operating pace." the very nature of the service crane, which is an indirect service can not control the line since it is under the direction of the Head Hooker. In the event the crane can not handle the work the buggies can be handled manually if necessary. Coils can be handled and usually are by the tractor.

The Company referred to 13 jobs, 1 of which had a B degree of Responsibility, 5 with a C degree, and 7 with a D degree. The Company pointed out that no service crane in the Company had a rating higher than C and that all jobs with a D were jobs that were in control of same process and definitely "assumed responsibility for planning, instructing, and directing the work of others."

As no evidence was presented to justify that the crane operator could comply with the requirements of the D degree it is the decision of the Arbitrator that the code value of 3-C-6 as defined is correct for the grieved job classification and the request for an increase to 3-D-8 is denied.

## 21. Conclusion

The Arbitrator denied in its entirety the Union claims that the job of Warehouse and Shipping Craneman (Index No. 55-0622) is not properly classified in Job Class 8 and rules that the Company did comply with the provisions of Article V, Section 6 (A) (B) (C) and (D) of the Collective Bargaining Agreement.

/s/

PHILIP H. WEBER

ARBITRATOR