

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

GRIEVANCE NO. 21-E-2

Hearing was held on Thursday, August 18, 1955, at the Inland Steel Company, Indiana Harbor, Indiana.

Official transcript of hearing was received by arbitrator August 24, 1955.

Post hearing brief dated September 8, 1955, submitted by the Company.

Arbitrator notified by the Union through letter dated October 6, 1955, that no answer would be filed to the Company's post hearing brief.

Decision rendered by arbitrator on October 20, 1955.

In a letter dated July 18, 1955, and signed jointly by the Union and Company representatives, the arbitrator was requested to render a decision in the subject case as to "...whether or not the Company was in violation of Article V, Section 6, of the July, 1954, Collective Bargaining Agreement when it denied the request of the Union to create a new job description and classification for the agreed upon description and classification for the occupation of Tester I in the Quality Control Department."

The Union and the Company submitted copies of the original Grievance, Number 21-E-2, as exhibits during the hearing of this case. The statement of the Grievance read, "The Company created a new job in the Galvanize and Sheet Mill Lab. The job consists of chemical treatment of steel. There is no job classification or description for this job." The relief sought was specified as, "Request the Company make out a new job description and classification for this newly created job." Violation was claimed of Article V, Section 6, of the Collective Bargaining Agreement. The Company denied violation of the Collective Bargaining Agreement in all its replies through the third step.

In the "Grievance Report," the Union did not indicate the specific job factors which were wrongly coded in view of the job requirements; however, in the third step reply, copies of which were submitted as Company Exhibit Number 3 and Union Exhibit Number 1-B, a statement appears that during the third step hearing the Union alleged that the factors of Accident Exposure and Health Exposure were not properly coded.

The Company stated in the third step reply that, as a result of the allegation by the Union, the Industrial Engineering Department restudied the coding, 2 C 4 for Accident Exposure and 1 A 0 for Health Exposure, and found them to be correct. In its Exhibit Number 6, the Union described the chemical tests and indicated specifically that the following hazards exist:

- "1. Steam burns
2. Acid burns
3. Stomach sickness from
siphoning acid into pipe
4. Skin poison, etc."

To analyze completely the matter of health and accident exposure for the Tester I job, the arbitrator made a comparison of the evaluation of Accident Exposure, shown in Table I, and Health Exposure, shown in Table II, of the jobs submitted by the Union in this case. The jobs submitted by the Company as Exhibit VI were also used in this analysis. This analysis of Accident Exposure and Health Exposure was made even though the Union said in its brief (Page 30 of the transcript), "However, we do not believe these are the only factor changes that are necessary. Should the Arbitrator direct the Company to issue a new description and classification, which would reflect the changes in the job contents of the occupation of Tester I, we will, at that time, suggest the coding we deem to be appropriate for the changed job." The Union further stated that, "The Union does not believe that it is possible to correctly evaluate an occupation until a correct description has been agreed upon."

Comparison of Evaluation of Accident Exposure, Table I,
and Health Exposure, Table II, for Jobs Submitted
by the Union in Grievance Number 21-E-2

TABLE I

<u>Union Exhibit No.</u>	<u>Payroll Title</u>	<u>Index No.</u>	<u>Job Class</u>	<u>Basis of Rating</u>	<u>Level</u>	<u>Degree</u>	<u>Point Value</u>
2	Tester I	47-0417	9	Minor cuts from sheet	2	C	4
		47-0427	9	samples (4A-3); oc-	2	C	4
		47-0437	9	casional exposure to	2	C	4
		47-0457	9	being struck by tractor	2	C	4
		47-0477	9	or crane lift.	2	C	4
5	Chemist Assistant	47-1327	7	Occasional exposure to being struck by locomotive, car or truck when walking to mills.	2	D	6
5-A	Electrolytic Plating Tester	47-1387	10	Occasional exposure to being struck by tractor (2GA). Frequent exposure to cuts, acid burns.	3	B	4
5-B	Chemist	47-1383	12	Frequent exposure to being cut by test pieces or burned by acid splash	3	B	4
5-C	Tester	77-1504	10	Minor cuts from coil and sheet samples (4A-3); occasional exposure to being struck by tractor or crane lifts	2	C	4
5-D	Senior Tester	47-0473	11	Cut by sheets while carrying or running tests (4A-3). Struck by tractor or crane lift.	2	C	4

TABLE II

2	Tester I	47-0417	9	No specific exposure	1	A	0
		47-0427	9				
		47-0437	9				
		47-0457	9				
		47-0477	9				
5	Chemist Assistant	47-1327	7	No specific exposure	1	A	0
5-A	Electrolytic Plating Tester	47-1387	10	No specific exposure	1	A	0
5-B	Chemist	47-1383	12	No specific exposure	1	A	0
5-C	Tester	77-1504	10	No specific exposure	1	A	0
5-D	Senior Tester	47-0473	11	No specific exposure	1	A	0

In its Grievance Report, Union and Company Exhibit I, the relief sought is: "Request the Company make out a new job description and classification for this newly created job." The words, "description and classification", appear in both, the statement of the relief sought and the letter to the arbitrator defining the question to be decided. The arbitrator, therefore, is of the opinion that to resolve the dispute arising out of the mentioned grievance he must render a decision as to whether or not the Company violated its Agreement with the Union when it denied the Union's request for a new job description and classification. He is bound in this case to treat the job description and classification as parts of a whole.

As its Exhibit IV, the Company submitted an agreement involving the Testers of the Sheet and Strip Section of the Quality Control Department. This agreement created the jobs of Tester I, Tester II, and Tester III out of the jobs previously identified as Tester, Junior Tester and Coating Tester, and Tester Apprentice. Job classes of 9, 7, and 4 were agreed upon for the newly arranged jobs; and certain provisions were made for out-of-line rates for incumbents and new employees. This agreement has as its purpose the grouping of those jobs previously identified as Testers for the following Departments: 44" Mill, 76" Mill, Cold Strip, Tin Mill, and Sheet & Galvanize.

The agreement took into account the fact that jobs so grouped may vary in some details and that the over-all grouping may at some time appear to ignore some of these details by spelling out the intended understanding as follows: "The Tester I shall be described and classified. It is understood that such description and classification takes into account the variations in skill and effort, working conditions, responsibilities, etc., which the employees classified may be called upon to perform!"

During the hearing of this case, the Union stated (Page 75 of the transcript) that it was not aware of the existence of this agreement. The Union stated also (Page 79 of the transcript) that the existence of this agreement would not have affected its decision to bring this grievance to arbitration. The Union stated as its reason for processing this grievance to arbitration the fact that small changes in job content in the different Departments where the Tester I classification is used by the Quality Control Department could not be properly reflected in the job classification because of this agreement.

In its brief, the Company presented arguments to show that the employees working under the Tester classifications assigned to the Galvanize Laboratory comprise a small segment of the entire Tester group, "Ten Testers or 14.7% of the total force are assigned to the laboratory in the Galvanize Department." The Company argued further that the chemical tests held as a basis for the increased hazards in a part of the Union's arguments are also a small percentage of the total number of tests. "The chemical treatment test is performed on the average of seven (7) times per

turn on those turns when the tests are made. This represents 17.5% of the average total number of tests (40) performed per turn at the Galvanize Laboratory."

The job, Tester I, as it now stands has as its primary function the "Control steel quality by various tests."

In the opinion of the arbitrator, this case must be decided upon the answers to three major questions: (1) Does the present job description take into account the use of chemical tests in the control of the quality of the steel the Company produces? (2) Is the agreement between the Union and the Company re-grouping the Tester jobs a valid part of the base wage structure? (3) Have the accident Exposure and Health Exposure factors been changed enough to affect the job classification on the basis (a) that the agreement is valid, or (b) that the agreement is invalid?

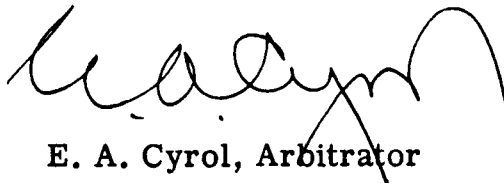
If a job is set up to control the quality of steel by various tests, it must be allowed that chemical tests are a part of these various tests. Therefore, it would not seem necessary that the job description should be changed because certain tests, chemical in nature, are added.

The agreement came into existence because the Union and the Company desired it for good reasons; it must be considered a valid adjunct to the parties' plan of establishing basic wages. It can be set aside only by mutual agreement of the parties.

Since the agreement is valid, have the changes been sufficient to require a change in the Tester I Job Class? From the analysis of the "Basis of Rating" and the examination of the work methods, it is clear that the changes have not been large enough.

Therefore, it is ruled that the Company was not in violation of Article V, Section 6, of the July, 1954, Collective Bargaining Agreement when it denied the request of the Union to create a new job description and classification for the agreed upon description and classification for the occupation of Tester I in the Quality Control Department.

Respectfully submitted,

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

E. A. Cyrol, Arbitrator