3/29/57

Grievance No. 11-E-5
Appeal No. 167
Arbitration No. 163

Opinion and Award

INLAND STEEL COMPANY)
)
and)
)
UNITED STEELWORKERS OF AMERICA)
Local Union 1010)

Appearances:

For the Company:

L. E. Davidson, Assistant Superintendent, Labor Relations
D. L. Gott, Wage Analyst, Industrial Engineer Department
G. C. Davis, Industrial Engineer
T. A. Foss, Assistant Superintendent, Rail Accessories Department
R. L. Smith, Superintendent, Wage and Salary Department

For the Union:

Cecil Clifton, International Representative
Fred Gardner, Grievance Committeeman
Alberto Garza, Foreman, Grievance Committee
Dewey Moore, Grievance Committeeman

In dispute in this case is the manner in which the Company described and classified the occupation of Spike Packer, Index No. 56-0408, in the Rail Accessories Department. The grievance, filed March 25, 1955, charges that "the new description and classification installed on March 9, 1955 for that job is incorrect and improperly classified under the provisions of the W.R.I.A." (Wage Rate Inequity Agreement) and the relief sought is that: "The Company develop and install a new description and classification in accordance with the procedure outlined in Article V, Section 6 of the C.B.A." (Collective Bargaining Agreement).

In the two earlier grievance steps the Union stood on the allegations quoted above and declined to specify the detailed basis of its complaint. In the Third Step, however, the Union's International Representative specified that the Union considered Article V, Section 6 and the Wage Rate Inequity Agreement violated because the Company had not included in the description the weight of a keg of spikes and a list of the tools and equipment used, and he identified seven classification factors, the Company's evaluation of which the Union questioned. These seven factors, and the modifications in evaluation requested are: (1) Quickness of Comprehension, to be raised from B-1 to C-2; (2) Initiative, to go from A-0 to B-1; (3) Judgment, to go from B-1 to C-2; (4) Experience, to be raised from 1-C-2 to 1-D-3; (5) Physical Exertion, to be raised from 3-C-9 to 4-D-12; (6) Mental Exertion, to go from 3-C-7 to 3-D-9; and (7) Equipment, to go from 1-A-0 to 1-B-3. If these requested changes were made the Spike Packer occupation would be in Job Class 8 instead of Job Class 4.

The Wage Rate Inequity Agreement resulted from a directive of the National War Labor Board of November 25, 1944 applicable to the entire basic steel industry. The purpose of this directive order was to provide bargaining procedures which would lead to the establishment of occupational wage rates and the elimination of intra-plant inequities. The Wage Rate Inequity Agreement was concluded on June 30, 1947, and it has been affirmed and continued in effect by specific reference in all collective bargaining agreements made since that time. In every Agreement since 1947 it has been stipulated that "the job description and classification for each job agreed upon under the Wage Rate Inequity Agreement ... shall continue in effect ... ". The only exceptions are jobs in which the Company changes the job content or where the Company and Union by mutual agreement change the description and classification. These provisions were in Article V, Section 6, of the 1954 Agreement, which is the Agreement governing this grievance.

The purpose of the inequity program is clear from its very title. As stated in Section 1 of the Wage Rate Inequity Agreement it is:

> " ... to set forth the principles and procedure necessary to develop simple and concise job descriptions; to reduce the number of job classifications; to eliminate Wage Rate inequities existing on January 25, 1944, and subsequent thereto ... "

The underlying purpose has been re-stated repeatedly in arbitration awards in cases in which the correctness of job descriptions and classifications has been questioned by the Union. Tupical of such expressions, to which I subscribe, is that of Arbitrator E. A. Cyrol in Arbitration No. 79:

> "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."

The foregoing is mentioned to lay a foundation for the discussion of the merits of this case which follows. There is not and cannot be any dispute as to the purpose of the inequity program or of a well functioning job evaluation system. It is to improve or to preserve the balance within the wage structure, and comparisons with relevant or related jobs are of the essence in such a program. The only basic difference of opinion between the parties is over the jobs or the type of jobs with which comparisons should be made.

Among the occupations for which the description and classification were agreed upon, under the Wage Rate Inequity Agreement, was that of Spike Packer (Index No. 56-0408), which was agreed upon in May, 1948. By November 26, 1949 there were some 2350 other occupations so agreed upon.

Under the May, 1948 job description, the Spike Packer packed spikes in wooden kegs, stencilling the bottom with a hand brush, and, after filling the kegs, he moved them by hand to a designated position on the pallets. They were from there moved by a Truck Operator to the area where the Keg Nailer fastened on the lids.

In March, 1954 spikes were almost entirely being packed in steel containers, with the Company experimenting with the use of roller conveyors to lighten the task of moving the filled containers. By January, 1955 the Company was prepared to evaluate this changed method of spike packing, and in March, 1955 the description and classification for this operation were presented to the Union. The point value assigned to each factor was identical with that in the classification of the Spike Packer occupation made in 1948. This the Union rejected, under Article V, Section 6, and this grievance followed. The Union questions the point values of the seven factors mentioned above.

The changes in the job are these. The Spike Packer now receives empty steel containers with the lids in place. He lifts the lids off and places them on a table beside the scale. After filling and weighing the container in the same manner as when he was filling wooden kegs, he replaces the metal lid and crimps it, using a hand closing or crimping machine. This machine weighs 29 pounds and is kept on a table at the proper height for use within a few inches of the point at which the cover must be closed on the container. He must depress two levers by hand, move the machine 1/16 of a revolution and again depress the levers. He then moves the full container onto a roller conveyor and along the conveyor to the position adjacent to where it is to be placed on the pallet, where he tilts the container and rolls it into position on the pallet. He stamps the top of the container with a rubber stamp. The empty and full steel containers weigh three pounds less than the wooden kegs.

The changes in the work procedure are easily identified. The employee now removes lids from empty containers; he must use the closing machine to crimp the covers; he uses a roller conveyor to slide filled containers to a position adjacent to the pallet; and he uses a rubber stamp to mark the top of the container. In considering whether these changes have enlarged his work burden in terms of the specified factors, we must note that he no longer is required to invert the empty wooden keg, stencil it, and return the keg to its upright position; he does not roll the filled keg weighing 209 pounds on its edge to the pallets (a distance of two to 16 feet); and in general he is now handling a container weighing three pounds less.

The Company maintains that these changes do not represent the substantial changes in job content which are called for in Section 2 of the Wage Rate Inequity Agreement for the development of job descriptions of new job classifications. Moreover, the Company urges that the point values it has assigned to the seven disputed factors are fair and accurate when compared with the point values assigned for the same factors in other comparable jobs in the department as to which the parties have agreed upon the evaluations and classifications.

We must bear in mind that the job description and classification of Spike Packer were agreed upon in 1948 and were kept static by virtue of contract provisions ever since. Typical language is that of Section 6 of Article V of the 1954 Agreement, which states:

> "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.
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> "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:
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> "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.
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> "C. If the Company and the grievance committee are unable to agree upon the description and classification, the Company shall 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.
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> "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 aforesaid 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."

There is considerable doubt whether the changes made in this instance may be called such substantial changes in job content as to require a new job description and classification, under Section 2 of the Wage Rate Inequity Agreement. The agreed upon and well established work of the classification of Spike Packer has been modified by lightening the physical burdens entailed in inverting the keg and later in moving it without mechanical aid to the pallets. On the other hand, the crimping function has been added. Over-all, no reasonable appraisal of the evidence and arguments presented can be said to support the Union's claim that these changes call for a total of 11 additional points for the factors of Quickness of Comprehension, Initiative, Judgment, Experience, Physical Exertion, Mental Exertion, and Equipment. More specifically, I fail to see any justification for finding that there should be three additional points for each of the factors of Physical Exertion and Equipment. The Union would move this occupation from Job Class 4 to Job Class 8 by virtue of modifications in work procedure as to which, on balance, I am satisfied the training, skill, responsibility, effort and working conditions are no greater than they were in the previous operations. The previous work procedures were agreed to be properly described and classified; in fact, the Agreement forbade the Company from making any change, except by consent of the Union or if it could show there were substantial changes in job content.

If the Spike Packer was acknowledged to be properly classified, and if the changes made at most can be said to neutralize or offset one another in their effect on the factors which determine proper classification, then why search further for comparisons to establish the validity or invalidity of the classification?

The parties nevertheless have done so, and have gone to a great deal of trouble in the process. The Union contends that such comparisons should be made only with what are called "bench-mark jobs." We note the reference to "bench-mark jobs" in the Inland Job Classification Plan attached as Exhibit 2 to the 1947 Wage Rate Inequity Agreement. But we cannot overlook the fact that in a long series of arbitrations on this subject extending over a period of years both the Union and the Company have freely made comparisons with occupations not technically called bench-marks, and that in case after case the decision has been predicated on such comparisons. Apparently, the parties have recognized that a balanced wage structure may be achieved or maintained by a careful selection of the agreed upon occupations with which realistic and meaningful comparisons should be made. This practice has become so thoroughly established, and its reasonableness is so apparent, that I certainly will not undertake to nullify it and require the parties to restrict their comparisons in a manner which they have come to recognize as not satisfactory.

The comparisons with bench-mark jobs are, of course, entitled to weight as important items of evidence in these classification cases, but

comparisons with other related occupations also constitute good and helpful evidence and will be received and considered.

In the process of analyzing the facts and arguments with respect to the seven disputed factors, it quickly becomes clear that only two, Physical Exertion and Equipment, deserve any serious consideration. There is no possible reasonable ground on which to hold that Quickness of Comprehension, Initiative, Judgment, Experience or Mental Exertion have been affected by the changes made in the work procedure of the Spike Packer. Nor, in examining these factors in the light of the point values assigned to comparable occupations, can there be any question of the correctness of the evaluation made by the Company.

The same is true on analysis of the remaining two factors. The employees must operate the closing machine. It weighs 29 pounds and must be moved laterally a foot or so to be used. No bending or lifting is involved. There is some effort called for to depress the levers. But, as compensating features, they must no longer invert the keg and later move over 200 pounds by hand to the pallets, now having the benefit of the roller conveyors. As to responsibility for equipment, it is hard to accept as a fact the likelihood that this crimping machine may be damaged to an extent other than what in this department is referred to as "insignificant." For the Union to prevail as to this Equipment factor it must show a comparability with the End Shearman, 100" Plate Mill (a bench mark job) or some other occupation where this factor is allotted three points, like the Feeder or Straightener in the Rail Accessories Department. The differences in responsibility for equipment are evident from a mere description of these other occupations.

For all the foregoing reasons, it must be held that the factors of the occupation of Spike Packer have been properly considered and correctly evaluated by the Company when the new description and classification were issued on March 9, 1955.

AWARD

This appeal is denied.

David L. Cole
Permanent Arbitrator

Dated: March 29, 1957