INLAND STEEL COMPANY	)	Grievance No. 7-F-11
	)	Docket No. IH-145-145-2/19/57
and	)	Arbitration No. 212
	)	
UNITED STEELWORKERS OF AMERICA Local Union 1010	)	Opinion and Award

Appearances:

For the Company:

L. E. Davidson, Assistant Superintendent, Labor Relations
D. L. Gott, Job Analyst, Wage and Salary
E. J. Gaston, Job Analyst, Wage and Salary
E. J. Clooney, Assistant Superintendent, Plant No. 2 Mills
R. J. Stanton, Divisional Supervisor, Labor Relations

For the Union:

Cecil Clifton, International Staff Representative
Joseph Wolanin, Acting Chairman, Grievance Committee

This is a base rate dispute involving the reclassification of the Shearman Helper in the No. 2 Blooming Mill. This occupation was described and classified, pursuant to the 1947 Wage Rate Inequity Agreement, in Job Class 11 (63 points), and it remained there without dispute until 1956. In 1956 a modernization program was completed in the No. 2 Blooming Mill. Equipment was replaced and the method of handling and shearing material was changed. This affected the duties of the Shearman Helper. On May 7, 1956 the Company installed an interim rate for this occupation, while it continued to study and appraise the effects of the changes on this job, and on September 17, 1956 the Company issued a new job description, classified it in Job Class 9 (56 points), and put into effect the base rate of this job class. The grievance was filed October 1, 1956 alleging improper description and classification and requesting "due to greater demand on job requirement, job conditions and job responsibilities an upward revision in the classification be made."

In the grievance procedure and at the arbitration hearing the classification issue concerned itself with two factors. These are Equipment, which the Company coded 1-B-1 and the Union claims should be 2-B-3, and Avoidance of Shutdown, coded 1-B-0, which the Union believes should be 4-B-7. If the Union's position prevails, the total points would be raised from 56 to 65, and this would put the job back into Job Class 11. The Union also complains that the Company violated the Agreement when on September 17, 1956 it discontinued the interim rate and installed the Job Class 9 rate.

The pertinent contract provisions are those contained in Article V, Section 6, as follows:

> "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 Wage Rate Inequity Agreement of June 30, 1947, as amended and supplemented, 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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> .....
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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 grievances shall be processed under the grievance procedure set forth in Article VIII of this Agreement. 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.
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> "E. Where the Company establishes a new job or changes the job content of an existing job and does not submit a new or revised job description and classification as provided in subparagraph B above, it may by notifying the grievance committeeman in writing, install an interim rate. The Company shall, as soon as reasonably practicable after the installation of such interim rate, but within sixty (60) days, follow the applicable procedure set forth in subparagraphs A through D above for establishing a job description and classification for such job; it being understood that the job description and classification resulting from such procedure shall be applied retroactive to the date of installation of such interim rate but shall not be so applied where such application would reduce the employee's earnings below those resulting from the interim rate for the period between the date of installation of such rate and the date the job description and classification for such job is finally determined."

Section 2 -- Job Descriptions -- of the Wage Rate Inequity Agreement of June 30, 1947 is also of interest. It reads:

> "In recognition of the fact that jobs of similar nature are presently referred to under various titles and that jobs bearing similar titles vary as to content, it is agreed that job descriptions shall be developed setting forth simply and concisely the conditions of each job within the Bargaining Unit to facilitate placing jobs in their proper relationship and reducing job classifications to the smallest practicable number. It is further agreed that job descriptions as developed and approved by the parties hereto, shall provide the basis for classification of each job within the Bargaining Unit and that job descriptions of new job classifications shall be developed from time to time when and if a new job is established or the content of an existing job is substantially changed."

The dispute over the Company's right to discontinue an interim rate which it has installed has arisen in several base rate cases and should be settled at the outset. Paragraph E quoted above covers the subject. It will be seen that when there is a new or changed job and the Company has not yet submitted a job description and classification it may install an interim rate. Thereupon the Company must follow certain procedures leading to the establishment of a job description and classification. If this results in a rate above the interim rate the employees shall have the benefit retroactively; if the earnings are to be reduced, the retroactivity provision does not apply. The Union's position is that an interim rate which is higher than that which the Company decides is due for the occupation may not be withdrawn or reduced until the grievance is ruled on by the Arbitrator, relying on the last few words of Paragraph E, "the date the job description and classification for such job is finally determined." The Union argues that "finally determined" must mean the determination by the Arbitrator, not the Company.

In the context of Paragraph E, this so-called final determination is that of the Company. The provision does not indicate whose determination is the final one within the intent of the paragraph, but it speaks throughout of steps the Company must take. By way of contrast, it should be noted that when a given rate under other circumstances is understood to remain in effect until the Arbitrator's decision, as in case of a disputed incentive, the Agreement specifically says so (Article V, Section 5, subsection 5, marginal paragraph 58). Under Section 6 E, the Company is not required to install an interim rate; this is left as a matter of choice to the Company. If in a changed job it fails to do so, then presumably by virtue of Article V, Section 4 the prior classification rate will remain in effect until changed pursuant to the provisions of Section 6. In the case of a new job, the permissive becomes mandatory for the simple reason that there must be some basis for paying the employees. Under the Union's view, the installation of an interim rate could serve only as a possible penalty on the Company, for if it turns out to be too high the Company would have to continue to pay it until the Arbitrator makes his decision. If it is too low, the employees are fully protected by the retroactivity feature. Such

a provision would be unnecessary and fruitless. The Company would simply decline to set an interim rate on any changed job, and the employees would certainly gain nothing from such a course. Granting that the expression "finally determined" is on its face ambiguous, the proper construction to place on it is one which would not be meaningless because the parties are presumed to have intended that it have meaning. For the reasons indicated above, the construction must be that the final determination referred to in Section 6 E, for purposes of discontinuing the interim rate, is that made by the Company when it establishes the job description and classification.

With respect to the two contested factors, the Union relies mainly on the coding of these factors on the jobs with the same titles in the No. 1 Blooming Mill and in the No. 3 Blooming Mill. It also compares the present job duties with those of the Shearman Helper prior to the changes made by the Company, and concludes that Equipment should be coded 2-B-3 and Avoidance of Shutdown 4-B-7, as they are in the No. 1 and No. 3 Blooming Mills and as they formerly were on this job.

One of the reasons for the wide difference between the two positions is that sideguards were installed on November 6, 1957, some five weeks after the grievance was filed, and the Company insists that this equipment, and its attendant duties and effects, have no place in this case. This would mean that a new grievance would have to be filed and processed to reach a determination of this issue.

Shortly after this permanent arbitratorship was started, it was agreed by the parties that one of its aims should be to conclude disputes between the parties expeditiously and to eliminate the backlog of issues awaiting arbitration as quickly as possible. Although inconsistent positions had been taken from time to time in the former ad hoc arbitrations, it was agreed that all facts known as of the time of the arbitration hearing should be taken into account to decide issues intelligently and completely. While the type of dispute then under discussion related to incentive plans, I fail to see any reason for a different kind of approach in base rate cases. Indeed, in an earlier base rate case, Management described improvements made after the date of the grievance, and in this very case spoke of improvements made in the crop car since the date of the grievance. Such evidence was received in keeping with the understanding and purpose described above. This approach has been of benefit. The backlog has been greatly reduced; we are now hearing grievances appealed to arbitration since May, 1957, and it is not unlikely that within a few months we shall be practically current. To object, in view of the above, to facts which were developed since the grievance was filed, but which are helpful in arriving at a sound solution of the problem under consideration, is out of order. This is particularly so, as in this case, when the facts in question were known well before the third step answer was given.

The sound way to determine the proper classification of a changed job is to compare the present job duties and requirements with those of the job as previously constituted. When comparisons must be made with other jobs, reference should mainly be to jobs of similar nature and content. The parties have agreed, in consultation with the Arbitrator, that benchmark jobs of a totally different character are of relatively little help.

The Union relies heavily on the classification of First Shear Helper in the 36" Blooming Mill and of the Shearman Helper in the 46" Mill. The former has 62 points and the latter 61 points, which places both in Job Class 10. The grievants in this case have been classified by the Company in Job Class 9, having previously been in Job Class 11. They complain only of the reduced values assigned two factors under the heading of Job Responsibilities: Equipment from 2-B-3 to 1-B-1, and Avoidance of Shutdowns from 4-B-7 to 1-B-0. The jobs referred to by the Union in the 36" and 46" Blooming Mills both have 2-B-3 for Equipment and 4-B-7 for Avoidance of Shutdowns. On the reclassification the Company raised the codings of Judgment from B-1 to C-2 and Education from 1-D-3 to 2-B-4.

As to Equipment, 2-B-3 is called for when, according to the Wage Rate Inequity Agreement, there is "possible damage substantial", $50 to $200, and when there is "responsibility for performing duties requiring the exercise of some discretion and initiative within limits provided by general operating and maintenance instructions, i.e. operate machines on repetitive work where damage to equipment is fairly easy to avoid, or perform routine mechanical adjustments or maintenance tasks." The rating 1-B-1 applies when there is "possible damage of nominal value," up to $50, and when there is "responsibility for performing duties as assigned with little need for exercising discretion or initiative in connection with performance, i.e. carry out specific verbal orders on simple jobs, work with, or handle equipment not easily damaged, as in general labor work."

The Company reduced the point value of the Equipment factor because prior to the installation of the new shear and auxiliaries the Shearman Helper was responsible for the operation of a section of table rolls and of a weighing scale, neither of which he now operates. He still spells the Shearman at times and is then in charge of the shear knife when cold steel is cut, and the knife may be broken. This latter duty has not been changed, being called for in both the obsolete and current job descriptions, and it was not given any special credit toward the Equipment factor under the old job description, since the shear knife was considered primarily the responsibility of the Shearman. The same is still true. The Shearman Helper appears to be responsible for measuring devices, tongs, pinch bars, cables, etc., the cost to repair which would be under $50. He is, however, also responsible now for the operation of the sideguards, and it is not seriously disputed that improper operation could result in the bending of the cylinder shaft.

The other disputed factor is Avoidance of Shutdowns. This was formerly 4-B-7 and is now 1-B-0. This factor deals with the employee's responsibility for preventing shutdowns of equipment by avoiding mechanical and electrical delays or other equipment breakdowns over which he has control and it concerns itself only with shutdowns resulting in a loss of production which cannot be made up during the same turn. To be rated 1-B the job is characterized by interdependence with no other job and failure to perform fully his responsibilities would cause no shutdowns of significance except to his own job. The work generally would be of a repetitive nature and the shutdowns fairly easy to avoid. The parties agree on degree "B", but are apart as to the proper level. The principal reasons advanced for grading

this factor higher than 1-B-0 are that the Shearman Helper could cause a shutdown if the sideguards are improperly operated or if the crop car is not properly placed when the Shearman drops the load or if the car is permitted to be overloaded. It is agreed that improper operation of the sideguard could cause a shutdown. The Shearman watches out for the proper placement of the crop car by means of electrical signals, but if the water in the pit becomes too hot the signals will not work, and the job description includes among the Shearman Helper's typical duties:

> "Checks positioning of scrap box in scrap hole and the dropping of crop ends into scrap box. Notifies Shearman of any irregularities in the loading or dumping of scrap box."

It seems, therefore, that there is a sharing of responsibility as to the positioning of the box or car between the Shearman and the Helper, and that the Helper is entitled to some credit for his part.

While the methods and operations have been changed and some equipment eliminated from the Helper's charge, it is not clear from the Company's presentation why the former rating of 4-B-7 should have been reduced to 1-B-0. Certainly, giving fair credit for the sideguard responsibility and for sharing the crop car responsibility with the Shearman, something more than 1-B-0 is indicated.

The point values assigned to the similar occupations in the No. 1 and No. 3 Blooming Mills are of general guidance. Not all the factors are rated in precisely the same way in both the No. 1 and No. 3 Mill jobs, nor have they had ratings on the former job in the No. 2 Mill identical with those in the other two mills in all particulars.

It would seem that the changes made have not justified the downgrading of the Equipment factor to 1-B-1 and that it should be 2-B-3. The 1-B-0 for Avoidance of Shutdowns is also not warranted. Considering the fact that there is a sharing of responsibility to a substantial extent with the Shearman, it appears that the proper measure is that described in these words: "Failure of worker to perform fully his responsibilities would cause shutdowns of significance to all jobs in the series." This calls for Level 3, and since the parties are in accord on Degree B, the coding should be 3-B-4.

The proof submitted clearly shows that this No. 2 Blooming Mill Shearman Helper job, with respect to specific job content (training, skill, responsibility, effort and working conditions) in its present revised form, deserves, on balance, a classification equal to but not higher than those allotted to the similar occupations in the other two mills with which comparisons have been made.

The modification arrived at will add six points to the Grievant's present total of 56, and will place the occupation in Job Class 10, which is the same class in which the Helper jobs in the No. 1 and No. 3

Mill are found, and this seems to be consistent not only with those comparable jobs but fairly takes into account the items eliminated from the Helper's job in the No. 2 Mill, the items added, and the sharing of certain responsibilities with the Shearman.

AWARD

1. The Company was not in violation of Article V, Section 6 E when on September 17, 1956 it discontinued the interim rate;

2. The coding of the factor, Avoidance of Shutdowns, should be 3-B-4, and that of Equipment should be 2-B-3;

3. The revision indicated above shall be put into effect in accordance with Article V, Section 6 D.

Dated: December 4, 1957

David L. Cole
Permanent Arbitrator