INLAND STEEL COMPANY)
) Grievance No. 16-E-70
- and -) Docket No. IH 188-183-6/7/57
) Arbitration No. 250
UNITED STEELWORKERS OF AMERICA)
Local Union No. 1010)

Appearances:

For the Union:

Cecil Clifton, International Representative
Fred A. Gardner, Chairman, Grievance Committee
Sylvester Logan, Acting Vice Chairman, Grievance Committee
John Sargent, Grievance Committeeman

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations Dept.
R. L. Smith, Superintendent, Industrial Engineering Dept.
J. Federoff, Divisional Superintendent, Labor Relations Dept.
V. Aldrin, General Foreman, Electrical Division,
Cold Strip Department

The grievance, filed on April 24, 1956 on behalf of Pickle House Motor Inspectors in the No. 1 Cold Strip Division of the No. 1 and No. 2 Cold Strip Department, provided

> "Aggrieved contend their job is improperly described and evaluated. The Pickle House Motor Inspectors' duties have become more complex by the addition of new and modern machinery, namely, the new Pickle Lines and many other new units."

Violation is charged of Article V, Section 6 of the 1954 Agreement and Article V (Appendix 4) Section 7 of the Wage Rate Inequity Agreement. The relief sought is that the Company be required to develop a new description and higher classification incorporating these duties.

At the hearing it was the Union's claim that equipment changes over the years (going back to 1948) had effected such a change in "job content" as to justify a redescription and a reclassification that would entitle grievants to the same coding for each factor as is enjoyed by the Motor Inspectors 1st Class in the Electrical-Central Unit, also in the Cold Strip Mill. The Company's position was that this claim constituted a request to

eliminate a wage inequity banned by Article V, Section 7 of the 1954 Agreement; that the Union is not privileged to rely on changes that had taken place prior to the effective date of the Mechanical and Maintenance Agreement (August 4, 1949) or the date of withdrawal of two grievances covering the same subject matter in 1954; and finally, that in any event the changes in equipment that took place were not such as to change the "job content" as that term is used in Article V Section 6.

For the sake of convenient reference there is set forth below in chronological sequence the principal dates and events relied upon by the parties:

a) June 30, 1947: The effective date of the Wage Rate Inequity Agreement providing for job descriptions (Section 2), job classifications (Section 3) and for redescription and reclassification when and if the content of an existing job is changed. Section 3 also provided:

> "It is understood that the Company shall present to the Union for its approval an agreement covering the mechanical and maintenance occupations, their proper classification, and a limitation on the number of classes."

b) June 1947: The job of Pickle House Motor Inspector was described as a part of the Wage Rate Inequity Program. The Pickle House lines were then Lines A, B and C.

c) December 1, 1948: The job was evaluated and classified.

d) 1948 (month not specified): Line C in the Pickle House was removed and replaced by Lines #1 and #2.

e) August 4, 1949: The Mechanical and Maintenance Agreement was executed. Among other things it provided

> "Job descriptions thus developed shall reflect the range of skills and duties which a properly qualified workman in the occupations covered herein may be called upon to perform. It is understood that such job descriptions shall be for the purpose of illustrating the general class of work to be performed by employees classified in the respective occupations." (Section 1 A)

This agreement (hereinafter referred to as "M and M") also referred specifically to "Motor Inspectors" as one of the Mill Maintenance jobs covered.

f) November 26, 1949: The Wage Rate Inequity Program was completed with some 2,350 jobs described and classified. At this time the pickling lines were old lines A and B and new lines #1 and #2.

g) March, 1951: The No. 3 Pickling line was installed.

h) January and February, 1952: The A and B lines were removed from the Pickle House.

i) March, 1952: The Company's Industrial Engineers reviewed the job and found no reason for change of description or evaluation.

j) April 1, 1952: Grievance Nos. 16-C-369 and 16-C-372 were filed requesting redescription and reclassification of the job.

k) 1953: A Morton Slitter replaced a Mesta Slitter on the #2 Line.

l) 1954: Slitters and Scrap Conveyors were added to the No. 1 and No. 2 lines.

m) August 5, 1954: The two grievances were withdrawn after having been processed through three steps of the grievance procedure.

n) April 24, 1956: The instant grievance was filed. Article V, Section 6 of the 1954 Agreement provides:

> "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 * * *" /Marginal Paragraph 43/

> "When and if, from time to time, the Company at its discretion * * * 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 * * * changed job shall be established * * *." [Marginal Paragraph 44]

Section 6 proceeds to prescribe procedures, including the following subsection F:

> "In the event the Company does not develop a new description and classification, the employer or employees affected may process a grievance * * * requesting that a job Description and Classification be developed and installed in accordance with the applicable provisions of the aforesaid Wage Rate Inequity Agreement and if processed to arbitration the decision of the Arbitrator shall be effective as of the date the new description and classification should have been put into effect, but in no event more than thirty (30) days prior to the filing of the written grievance." [Marginal Paragraph 50]

As previously stated in Arbitration Nos. 163, 209 and 212 these provisions require the Union, if it is to prevail, to demonstrate there have been such changes in the "job content (requirements of the job as to training, skill, responsibility, effort or working conditions)" as to change the classification of such job under the Standard Base Rate Wage Scale. This the Union has sought to do here by referring to equipment changes which call for greater skills and experience, et cetera, which, it contends, are equal to what is required of Motor Tenders 1st Class in the same department.

At the outset it becomes necessary to consider the Company's points of a procedural or jurisdictional nature.

First, the Company objects that, by reference to the Motor Inspector 1st Class at the 3rd Step Meeting and by alleging that the grievants "are not adequately paid for the work they are performing", the Union is putting forward a claim of a wage rate inequity prohibited by Article V, Section 7 of both the 1954 Agreement and the Wage Rate Inequity Agreement. The strength of this objection must necessarily be tested by the manner in which the Union presented its grievance at the arbitration hearing. Although the Union did ask for exactly the same coding as that given to a related occupation in the department and thereby laid itself

open to the objection voiced by the Company, the objection does not have merit. Basically the Union is claiming that the "changes" that have taken place, under the provisions of Article V, Section 6 justify redescription, reevaluation and reclassification of the job. The propriety of the grievance would not be destroyed if such reevaluation would result in a coding (as sought by the Union) equal to that given to another job. The equivocal character of the grievants' claim does not affect the fact that it remains for decision by the Arbitrator whether "changes" took place which justify the redescription and reevaluation sought.

Second, this job, along with many other jobs was described and classified in the course of the Wage Rate Inequity Program. The classification bears the date December 1, 1948; the description is dated June, 1947. Hence, the job was described in the month in which the Wage Rate Inequity Agreement was signed and was classified by the Company more than a year later.

The Company argues that the classification was "accepted" and established as of the date of the M and M Agreement (August 4, 1949) and that no changes that took place before that date should be considered here. The Company also argues that the withdrawal on August 5, 1954 of the two grievances filed covering the subject matter involved in this case establishes a "cut-off" point and that evidence of changes which took place before that date is inadmissible.

The withdrawal of a grievance (later refiled by the same or another person) is a part of the history of a dispute and therefore has relevance to the issues because it sheds light on the question of how the parties themselves appraised their respective positions at some point in the past. The mere withdrawal of a grievance, however, by itself, does not prevent the filing of another grievance based in part on the same facts; neither does it prevent the grievant from supporting his claim with reference to facts, circumstances or events occurring in part before the withdrawal. No provision in the Agreement has been cited as the basis for the "cut-off" argument advanced by the Company grounded on the withdrawal of the grievances.

The argument grounded on the M and M Agreement presents a more difficult question. Clearly, the Wage Rate Inequity Agreement (Section 3 p. 3) signed in the month the description of the occupation of Pickle House Motor Inspector was written contemplated the completion of another agreement

> "covering the mechanical and maintenance occupations their proper classification and a limitation on the number of classes"

The M and M Agreement, signed on August 4, 1949, nine months after the job involved here was classified, referred to "Motor Inspector" as one of the occupations included in Mill Maintenance Occupations (Section III A) and stated a) that job descriptions covered by Section III

"shall be described, classified and assigned a Standard Base Rate Wage"

and b) that

"Job descriptions thus developed shall reflect the range of skills and duties which a qualified workman in the occupations covered herein may be called upon to perform. It is understood that such job descriptions shall be for the purpose of illustrating the general class of work to be performed by employees classified in the respective occupations". (Underscoring supplied)

According to the Company, until the Leader occupation was worked out and agreed to in the M and M Agreement, there could have been no final acceptance of the Pickle House Motor Inspector and similar Mill Maintenance Occupation job descriptions and classifications, furthermore, that the classifications written prior to the M and M Agreement were reviewed and became accepted upon the signing of that Agreement. No evidence was available as to whether this specific occupation of Pickle House Motor Inspector was, in fact, reviewed and actually accepted as of that time. Accordingly, it becomes necessary to scrutinize the M and M Agreement to find support for the Company's claim. However, such a search brings to light no language which expresses an agreement to accept any preexisting classification - and none has been referred to by the Company. The Company refers to the "listing" of Motor Inspector in the M and M Agreement as demonstrating that it was not until the date of that Agreement that the classification was "accepted". It is not at all clear why this should be so. The Agreement and the provisions quoted above set forth standards and guides, but they do not appear to certify as settled and accepted any particular descriptions or classifications written prior to its effective date.

The problem posed by the Company's argument is too fundamental and important to be disposed of, finally, on the basis of the limited presentation in this case in which it was subordinated to other issues and arguments. Its resolution is not considered essential to the decision here. Accordingly, without upholding or denying the Company's thesis, the merits of this grievance will be weighed with respect to changes occurring both before and after August 4, 1949, the date of the M and M Agreement. The Company will be free, if it wishes, to renew its argument based on that agreement in any future case in which it is believed to be critical to the determination of an award.

What "changes", then, took place, and in what way did they affect evaluation of the judgment, experience, mental exertion and responsibility for the maintenance of operating pace so as to justify an award favorable to the Union grievance?

The #1 and #2 lines substituted for the A and B lines in the Pickle House were more efficient and ran at greater speeds than their predecessors. According to the Union, this was especially true of the #3 line which replaced the C line. A, B and C lines had delivery speeds of 300 feet per minute; #1 and #2 lines 400 feet per minute and #3 line 450 feet per minute. A, B and C lines had starting speeds of 700 to 900 feet per minute; #1 and #2 start at 1100 and #3 at 1450 feet per minute. The old pickle lines motors had 250 horsepower, the newer ones, 500 horsepower. The principal Union witness claimed that the speed of the motors and the horsepower generated was directly and closely connected with the level of experience, skills, and judgment to be possessed or exercised by the grievants. The Company foreman flatly denied this. The Union stated that the new machinery had caused the grievants' duties to become more complex and varied; that the electrical equipment was changed from a simple DC 220-250 volt installation to a large 600 volt generator; that amplidyne control for tension was installed; that there are new electronic devices (such as those on the No. 1 Welder) and the PA system to be maintained; that there are more automatic controls than heretofore; that trimmers and slitters were added to the lines after 1948 or 1949; that a Morton Slitter with three motors and six control switches replaced a Mesta slitter with one motor and with one switch in 1953; that scrap conveyors were installed in 1954; that a Wean Slitter was installed in 1955; that there are more crane motors and air-conditioning equipment to service.

The Union claimed that the result of these changes was that the work of the grievants became as difficult, skilled and complex as any in the Cold Strip Mill. Beyond reference to the changes in the equipment, the Union did not undertake to show how or why this was so. It was observed that it knew no way to do this except, perhaps, by use of schematic diagrams of the electrical equkpment involved. Clearly, inspection by the Arbitrator, although suggested by the Union, would be of little assistance here, because the motors and electrical equipment supplanted by the new equipment are no longer available for comparative observation. One of the difficulties in this case is the fact that the events important to its disposition are remote in time from the date of hearing. This might have been the situation if the two grievances filed in April, 1952 had not been withdrawn in August of 1954. Here we have a grievance filed in 1956, heard in 1958 dealing with matters that occurred years ago.

The Company denied the conclusions reached by the Union, although conceding many of the facts. The Foreman testified that the increased horsepower, voltage and speed of the various motors has no relationship to the level or degree of skills involved; that the grievants are only permitted to make simple repairs to or replacements of parts on the electronic equipment referred to by the Union; and that in many respects the newer equipment is easier to maintain and repair.

A considerable volume of testimony was offered comparing the grievants' job description and classification with that of the Motor Inspector 1st Class, also in the Cold Strip Mill, to demonstrate that with the "changes" the grievants' duties are as complex and call for the same amount and kind of experience, proficiency and skill as is required of the latter occupation. However relevant this might be with respect to a Union grievance complaining of the description and classification of a new job, it must be observed that in this case, under the Agreement, the Union's case must rest, necessarily, on the change in job content of the grievants' occupation. To the extent that it relies upon comparison of duties with another occupation it is not demonstrating that change in job content which the Agreement postulates as the basis for a change in job classification and description, but that a wage rate inequity exists. Such comparisons must be made, of course, under the Wage Rate Inequity Agreement for the purpose of maintaining the proper relationship between jobs in two situations: a) when a description or classification for a new job is being formulated; and b) when the parties, either because of mutual agreement to do so (Marginal Paragraph 43), or because of an award in arbitration as a result of a grievance filed under Marginal Paragraph 50 undertake to redescribe or reclassify a job that has changed. The comparison is of no direct assistance in determining whether a change in job content has taken place in a given and established job. Accordingly, it will not be necessary here to analyze or to seek to draw conclusions from the conflicting testimony as to the duties of the Motor Inspector 1st Class as compared with those of the grievants.

A careful review of the evidence does not disclose changes in the Pickle House Motor Inspector's job which, under the Agreement, would justify an award requiring redescription and reclassification. Manifestly, as a result of the changing of motors and the addition of some equipment over the years the job today is not identical in its work procedures with that originally described; but that job description, in my judgment still serves to

> "reflect the range of skills and duties which a qualified workman in the occupations covered herein may be called upon to perform."

There has been adduced no evidence to persuade me that that job description no longer serves the purpose

> "of illustrating the general class of work to be performed by employees"

classified as Pickle House Motor Inspectors (M and M Agreement Section I A).

A closing word should be said concerning the arbitration decision of Permanent Umpire Ralph T. Seward in Decision No. 325 in the case involving the Bethlehem Steel Company and this Inter-

national Union and another Local Union. This decision was submitted by the Union in support of its position. The opinion is well reasoned and persuasive. However, there are a number of important respects in which the facts and the situation faced in that case are distinguishable from those presented in this case. It would overburden this opinion to describe the differences in detail, but very brief reference to some aspects of that case may be appropriate to explain why it is not a guiding precedent here.

It cannot be found here, as in the Bethlehem Case, that "the additional equipment so increased the responsibility of * * * /the/ job and the knowledge and experience required for it, that the original decision of the parties that the job belonged in the * * * /1st Class Motor Tender's/ classification may now be re-examined." There may be motors of greater power and speed and additional equipment added than that originally maintained, but there has been no showing here that the "amount" of changes and additions is anything like what was shown in the Bethlehem case as justifying a reexamination of the job. The Union there argued and proved that the grievant, a Repairman, was always and is presently performing Millwright work. The Umpire stated that he

> "* * * can see nothing which distinguishes Bifulco's /the grievant's/ job from the characteristic Millwright position in the Coke Ovens Department."

The Union here does not argue that the grievants are doing 1st Class Motor Tender's work; or that their work is indistinguishable from the characteristic work of 1st Class Motor Tenders who have tandem mill responsibilities to discharge. The Union claims only that the Pickle House job is entitled to an evaluation equal to that of the 1st Class Motor Tender's job, conceded to be a separate and distinct occupation.

AWARD

This grievance is denied.

Peter Seitz,
Assistant Permanent Arbitrator

Approved:

David L. Cole,
Permanent Arbitrator

Dated: March 25, 1958