INLAND STEEL COMPANY)
) Grievance No. 16-F-81
and) Docket No. IH 251-244-2/3/58
) Arbitration No. 267
UNITED STEELWORKERS OF AMERICA)
Local Union No. 1010) Opinion and Award

Appearances:

For the Company:

W. A. Dillon, Assistant Superintendent, Labor Relations
D. L. Gott, Wage and Salary Analyst
J. Borbely, Divisional Supervisor, Labor Relations
H. Weinberg, General Foreman, Temper Mills
J. L. Federoff, Divisional Supervisor, Labor Relations
R. J. Brozovich, Wage and Salary Analyst

For the Union:

Cecil Clifton, International Representative
Fred Gardner, Chairman, Grievance Committee
Joseph Wolanin, Acting Chairman, Grievance Committee
John Sargent, Grievance Committeeman

On April 29, 1957 the Temper Mill Coil Tracers in the Cold Strip Department grieved that they had "added duties, causing their job to require more skill, higher responsibility and greater effort than the description and classification calls for". Five illustrations of such added duties were set forth, of which the most important, judging from the testimony later given at the arbitration hearing, was the following:

> "Operates electrical and hydraulic controls for the upending and downending of coils."

The additional changes mentioned in the grievance notice were

> "Makes tallies on materials returned to anneal.
> "Makes tallies on inter-plant shipments.
> "Loads hard iron for anneal after shearing at Holden.
> "Services Carpenter Shop with material.
> "Hooks up outbound material."

Correction of the job description and classification was requested.

According to the Union, its presentation to the Company in the grievance steps asked for changes in the coding of the following factors: Equipment, Avoidance of Shutdowns, Maintenance of Operating Pace, Judgment, Education, Environment, Material and Safety of Others. At the hearing the Union's case was restricted to changes in the factors of Equipment, Avoidance of Shutdowns and Maintenance of Operating Pace.

At the threshhold it becomes necessary to deal with the Company's objection to all of the evidence submitted at the hearing by the Union on all of the factors excepting "Equipment" on the ground that the Company had not been adequately apprised, in advance of the hearing, of the specific "changes" alleged to justify the redescription and classification sought, when they took place, how they affected "job content" (Article V, Section 6), what changed evaluation points were sought and on what basis. The Company complains that it finds it impossible, satisfactorily to prepare for the arbitration hearing and to collate the necessary data and material, when it is not informed, during the grievance steps, of these matters.

Up to a point, there is merit in the Company's complaint. Certainly, it has a right to object when, in a base rate case, the Union, at the arbitration hearing, seeks to place in evidence testimony concerning "changes" in job content not relied upon in the grievance steps. When appropriate objection to the introduction of such matter is made, the Company under the rules adopted by the parties, is entitled to have such testimony excluded. Equal justification, however, does not exist for the exclusion of testimony concerning the "changes" referred to in the grievance steps alleged to affect the rating of identified factors for evaluation purposes, where the Union has failed only to indicate what point change it desires and why. It is enough to satisfy the need of the Company not to be surprised at the arbitration hearing that it know precisely what equipment, methods, or procedures are claimed to have been changed, when the changes took place, and what factorial categories are involved. This would satisfy the requirements of the rule. The Arbitrator believes that he has no powers to go beyond the area in which he was given authority to act. He would suggest, however, that a failure by the Union to specify the point evaluations requested, and why, is similar to a failure by the Company, in a discipline case, to specify the particular items of past misconduct on which, with a wealth of detail it might rely at the arbitration hearing. In both cases the efficiency and integrity of the grievance - arbitration system require a degree of disclosure that will not only assure an absence of surprise at the arbitration hearing but afford an opportunity to so fully investigate all of the aspects and facets of the grievance in the earlier steps that unmeritorious positions may be abandoned and only meritorious ones maintained. It is only in this way that the grievance-arbitration system of the parties can fulfill its purpose.

So far as the instant case is concerned, it seems clear that the failure of the Union to specify the point coding it sought for Maintenance of Operating Pace and Avoidance of Slowdowns does not prejudice the Company here because the Arbitrator will not consider any "changes" in job content other than those specifically alleged in the grievance steps. What those "changes" were, the Company certainly knew. As a matter of fact the Company asserted they were largely taken, almost verbatim, from its Industrial Engineering report of November 18, 1955 transmitted to the International Staff Representative by the then Assistant Superintendent of Labor Relations on November 22,1955. The Company had the means adequately to prepare for the hearing within the restricted area marked out by the "changes" referred to by the Union. Accordingly, the objection of the Company to the acceptance of the evidence is denied.

It now becomes necessary to deal with the Union objection to the introduction in evidence of two job descriptions dealing with occupations in which the use of the item of equipment, (the upender-downender) relied on heavily by the Union in this case is also used by incumbents of those positions. The Union objects that reference to these two job descriptions was not made by the Company in the grievance steps. This objection also is denied. The Company is obliged to acquaint the Union with its reasons why it does not regard alleged "changes" to require redescription and reclassification; it is under no duty, under the spirit or letter of the rule to furnish it with the detail of proof which supports its reasons. Here again, however, it would seem that the Company would be well advised, at the grievance level, to inform the Union why it regards a requested reclassification as throwing the plant-wide classification system out of balance. The Company cannot be heard to complain that unmeritorious grievances are being processed at the arbitration step if it has knowledge of facts demonstrating the absence of merit which might not be known to the Union.

We come finally to the merits in this case which shall be dealt with broadly inasmuch as the detail that burdened the record cannot be reflected here without expanding this opinion to undue length.

The occupation of Temper Mill Coil Tracer was originally described and evaluated in 1948. After additional temper mills were installed and the occupation became standardized, the job was reviewed in 1949 and a higher job class assigned. This occupation as thus reviewed, redescribed and reclassified was in effect at the conclusion of the Wage Rate Inequity Program and continues in effect.

The Union contends that since 1953 the Coil Tracers (there are four on a turn, but, apparently, they all do not have the identical duties) have had to operate an upender and downender of coils. It is said that the grievants' duties with respect to the operation of this equipment justifies a recoding of the factor of Responsibility of Equipment Conservation from 1-B-1 (Possible damage of nominal value; cost of damage up to $50.00) to 3-B-5 (Serious damage possible; cost of damage over $200.00 to $1,000.00). The Unit witness testified at considerable length as to the responsibilities of the Coil Tracers in reference to this equipment. The weight of the credible evidence in the record, however, indicates that on operating turns, contrary to the apparent understanding of the witness, Coil Tracers are not required to use the upender at all. This was stated flatly and conclusively by the General Foreman of the Temper Mills who placed responsibility for operation of the equipment on the Feeders rather than the Coil Tracers. The grievants may possibly have been misled or confused as to this, in the past, but in the light of the clarification of their responsibility it is difficult to see how a contradictory finding of the responsibility of Coil Tracers can be made. Further, Coil Tacker in the Tandem Mills (77-0328) and Coil Tacker in Annealing (77-0309), it was testified, also operate upenders and downenders of coils and do so much more regularly and frequently than the grievants here who operate the equipment once or twice a week, as needed, on down turns. In each job description of those occupations there is specific reference to this "typical duty" not referred to in the grievant's job description. In each case the basis of rating refers to a cost of damage as "under $50.00" and the coding is identical with that which the grievants enjoy, namely, 1-B-1.

Under these and all of the circumstances described, no finding is warranted that would increase the coding and evaluation points in the respects requested.

The character of the evidence presented in support of a recoding of the factors of Maintenance of Operating Pace and Responsibility for Avoidance of Shutdowns does not justify detailed or extended treatment here. Evidently, with all sincerity, the Union witness possessed a concept of responsibility attaching to his occupation which went beyond the facts. The order of decision-making confided to him, his accountability for the level of production of the Holden Shears and his answerability for the team-work and coordination of others in departmental operations is not such, on the basis of the record made in this case, to justify granting the relief sought.

AWARD

The grievance is denied.

Peter Seitz,
Assistant Permanent Arbitrator

Approved:

David L. Cole,
Permanent Arbitrator

Dated: June 30, 1958