INLAND STEEL COMPANY)
) Grievance No. 18-F-6
and) Docket No. IH 244-237-1/24/58
) Arbitration No. 268
UNITED STEELWORKERS OF AMERICA)
Local Union No. 1010) Opinion and Award

Appearances:

R. J. Stanton, Assistant Superintendent, Labor Relations
D. L. Gott, Job Analyst, Wage & Salary Administration
R. L. Smith, Superintendent, Wage & Salary Administration
A. T. Anderson, Divisional Supervisor, Labor Relations

For the Union:

Cecil Clifton, International Representative
Joseph Wolanin, Acting Chairman, Grievance Committee
Fred Gardner, Chairman, Wage Rate & Incentive Review
Fred Beyler, Grievance Committeeman

In this case Scrap Inspectors in the Purchasing Department allege that the Company has made changes in the content of their jobs and they ask that a new job description and reclassification be installed. During the Wage Rate Inequity Program (1946) the job was described and classified with a total of 61 points and placed in Job Class 10 but with an "out-of-line" rate because, at the time of classification, the rate of pay for the job already was in excess of that provided for by the Base Rate Wage Scale. The grievants are still in Job Class 10 (although there has been a revision of the job description in 1952) and continue to be paid in accordance with an "out-of-line" rate.

The Union claims that the job content has been changed (Paragraph 60, Article V, Section 6) to the extent that the following recoding is indicated:

Factor	Present	Requested	Point Increase
Initiative	4-B-1	4 C 2	1
Judgment	5 C 2	5 D 3	1
Mental Stability	6 B 1	6 C 2	1
Experience	2 B 4	2 C 6	2
Physical Exertion	1A,3C6	4A,3C9	3
Mental Exertion	3 D 8	4A,3C9	1
Maintenance of Operating Pace	1 D 2	3 B 4	2
	Total Point Increase		11

The specific "changes" in job content which the Union relied upon in the grievance steps to require the recoding set forth above are as follows:

"1. Inspecting and assigning scrap to the #3 Open Hearth.

2. Inspecting scrap going in and coming out of Heckett Engineer Company.

3. Inspecting and checking scrap in and out of Apex Baler Company.

4. Inspecting scrap from the E.J. and E.R.R. which causes the men to go to E. Yard instead of the South Yard where all inbound scrap was formally delivered.

5. Checking scrap in East of Slag Yard Tracks 1 to 8.

6. Now distributes pig iron to #3 Open Hearth.

7. Must inspect baler bundles for size and distribute accordingly.

8. Due to Open Hearth capacity and stock piling of scrap the number of cars of scrap has increased almost 100%. The stock piling of scrap was formerly done by the Chief material inspector, a supervisory job.

9. Now must order balanced settings for Open Hearths. This means the proper scrap must be available in the holding area and at the docks for maximum efficiency.

10. The Burning Field has been enlarged."

These changes were the subject of extensive comment by the Company in an attachment to its third step answer. Without going into the details of the Company's material, it may be said, in general, that it regards the "changes", not as new duties or new requirements, but as duties and requirements recognized as applying to the occupation since the time of the development of the job description and classification.

The testimony of the Union witnesses with respect to "changes" in job content, presented as proofs of the allegations made in the grievance form and at the grievance meetings touched on the following matters:

1. Inspectors regularly working on the relatively new #3 Open Hearth area are permitted to drive in the gate, park their automobiles, and to utilize them for transportation to the various yards where they inspect scrap. A considerable volume of testimony was produced on this "change" which, evidently, was regarded by the Union as an important aspect of its case.

The Union claims that when the #3 Open Hearth was opened the Company "set a trap for the boys" when it permitted them the use of their own cars. Indeed, the Grievanceman testified that the Superintendent (who was not present at the arbitration hearing) admitted to him that if the Inspectors did not use their cars they would not be able to get their work done. The Union argues, from this, that the distances the Inspectors are required to traverse and the areas of inspection in the new #3 Open Hearth are so great as to constitute an important addition to "job content" as defined in Article V, Section 6.

The record makes it clear that the use of personal automobiles as described, is not mandatory but permissive and that the privilege was extended to #3 Open Hearth Scrap Inspectors at their own request inasmuch as the parking conditions at the #3 Open Hearth were such as to make automobile use feasible. An employee is said to be free to discontinue the use of his own car whenever he wishes to do it. According to the Company witness

> "They use the car for their own lightening of the work load, you might say. In other words, what would take eight hours on foot could be done in four hours with a car."

It is difficult to understand how the use of the cars, by itself, involves a "change" necessitating a recoding of the classification of the occupation in view of the fact that personal car use is not a job requirement. Indeed, when there are temporary vacancies on #3 Open Hearth and Scrap Inspectors from #1 or #2 Open Hearth are assigned to fill them, these employees who, according to the testimony, do not park or use their cars on Company property, experience no particular difficulty in completing their work within the turn. The Company witness testified that no #1 or #2 Open Hearth Scrap Inspector has been disciplined, reprimanded or warned for failure to get his job done on time at #3 Open Hearth without the use of their personal cars. It may be assumed that the Company, as well as the Scrap Inspectors, derive some advantage when the employees use their own cars. Incidental benefit to the Company, however, if any, does not change the fact that the use of cars is not a job requirement.

The Arbitrator is not unmindful that there are circumstances in which a greatly increased area for operations could result in a "change" in job content. But in such a situation it is imperative that the finding of "change" be based on facts which show not only a greater area to service, but how the servicing of that greater area affects the "requirements of the job as to training, skill, responsibility, effort or working conditions", (Article V, Section 6). I know of no basis for such a conclusion here although it does seem that the area serviced has increased.

This testimony compels the conclusion that the use of the cars does not present a "change" in job content which requires a recoding of the job classification.

2. The remainder of the testimony presented at the hearing by the Union with respect to "changes" related to the increase in the work occasioned by the installation of the #3 Open Hearth in about 1953. Thus, the Union states that there is a closer grading of scrap than heretofore, and that two new grades have been added, viz, Dismantling and Dealer's Heavy Melt. The Company responds that over the period of 10 years, seven grades of scrap have been discontinued and that Dealer's Heavy Melt was always inspected and graded by this occupation.

The Union alleges that there is now in the three open hearth departments 50 percent to 60 percent more scrap to be inspected than in 1950; that there are now some 70 carloads received over a 24 hour period not received before the installation of #3 Open Hearth; and that, in general, the workload has increased to the point that a reclassification is indicated, even with respect to those duties which might have been performed in the past and are reflected in the 1946 and 1952 job descriptions. The Company points out that with the advent of the #3 Open Hearth, the force of Scrap Inspectors for all open hearth departments was increased from 9 to 13 and that with decreases of production there have been no layoffs of this force. It also observes (and the Union witness concedes) that although Scrap Inspectors at #3 Open Hearth may have a greater area to traverse than others, they inspect, on the average, less than 25 to 100 carloads a day, and at Plant 1 about 200 carloads are inspected. Taken in sum, the Union has not presented facts which justify a finding that the increased capacity presented by the installation of the #3 Open Hearth and the extent or type of grading involved constitutes "changes" in job content which would require redescription and reclassification under Article V, Section 6.

3. The several specific items of "change" referred to by the Union in the grievance and at the second and third steps were the subject of point to point comment in the attachment to the Company's third step answer. That attachment also contains a detailed discussion of the factorial changes requested. This

material has been read and compared with all of the testimony presented by the Union at the arbitration hearing. In most respects the items of claim made by the Union, where controverted in the material in the exhibit, were not supported by testimony. Testimony in aid of such claims, when contained in the record, was insufficient in weight to warrant a finding in the Union's favor. In this connection it should be observed that it is regarded as inappropriate for the Arbitrator to accept as evidence in the case statements or allegations of claim; such statements or allegations are required to be supported by evidence at the arbitration hearing unless the facts on which they were based are conceded before the Arbitrator by the other party to the proceeding. In this case, practically every allegation of fact made by the Union was disputed by the Company and put in issue. Accordingly, the Arbitrator's decision must be based only upon those allegations proven by the weight of credible evidence in the record.

In conclusion, it is found unnecessary to discuss the mutual agreement proposal and the circumstances surrounding its presentation, rejection and the alleged subsequent inclusion of some of its terms in the Union's statement of the basis of its grievance. This matter was testified to, argued and debated at considerable length in the Company's brief and at the hearing. The Arbitrator's duty, however, is to determine whether "changes" occurred, as shown by the evidence produced, which justified the redescription and reclassification asked by the Union by way of relief. The previous negotiations of the parties relative to a "mutual agreement" and the adoption by the Union of language employed by the Company in its proposal can have no bearing on that decision, particularly as it is not alleged that any concession or admission was involved therein.

AWARD

The grievance is denied.

Approved:

Peter Seitz,
Assistant Permanent Arbitrator

David L. Cole,
Permanent Arbitrator

Dated: June 30, 1958