INLAND STEEL COMPANY	)	
	)	Grievance No. 10-F-14
and	)	Docket No. IH 299-292-4/14/58
	)	Arbitration No. 297
UNITED STEELWORKERS OF AMERICA	)	
Local Union No. 1010	)	Opinion and Award

Appearances:

For the Company:

W. F. Price, Attorney
L. E. Davidson, Assistant Superintendent, Labor Relations
R. L. Smith, Superintendent, Wage and Salary Administration
D. L. Gott, Analyst, Wage and Salary Administration
M. S. Riffle, Divisional Supervisor, Labor Relations

For the Union:

Cecil Clifton, International Representative
F. Gardner, Chairman, Grievance Committee
J. Wolanin, Secretary, Grievance Committee
Wm. Bennett, Grievance Committeeman

The question presented is whether the Company properly described the occupation of Test Laborer, Index No. 52-0309 pursuant to Article V, Section 6 of the Agreement. The Union claims that the occupation had been so inadequately described that it was not in a position, at the arbitration hearing, to discuss the question whether the job was properly evaluated and seeks to reserve its right to raise the question of evaluation when the current issue is resolved. The grievance itself alleges that the job is "improperly described and classified". The relief requested is that the Company describe and classify this job with its complete duties for eight hours.

The job of Test Laborer (Index No. 52-0309) in the 24" Bar Mill of the Plant #1 Structural, Bar and Billet Mill Department was described in November, 1957 and made effective on November 11, 1957. It was classified in Job Class 3. According to the Union, at the presentation of the description and classification the job was represented as requiring a series of duties to be performed from time to time and usually consuming, when performed, one or two hours. The Union also understood that the functions of the Test Laborer had to do with the testing of lead alloy steel.

The Arbitrator has no reason to doubt that the recollection of the Union witnesses in the respects mentioned is earnestly and sincerely presented. A memorandum of the events at one of the presentation meetings contemporaneously prepared by the Company and the actual administration of the job, however, tell a conflicting story about the job.

For some years tests of square bar sections produced by the 24" Bar Mill were sent to the Main Laboratory for testing. This procedure, including the transportation time, resulted in delays of three or four days. With a view to speeding up the testing process, in the latter part of 1957 the Company developed the job of Test Laborer, the primary function of which was to "Remove scale from test pieces with acid" under the supervision of the Turn Foreman of the 24" Bar Mill. The Memorandum of Wage Proposal Meeting dated November 11, 1957 attended by the appropriate Grievance Committeeman stated

> "The Company called attention to the fact that the occupation of test laborer would be used, at present, when square bar sections are rolled. * * * Qualified employees shall be upgraded from the Labor Pool to the Test Laborer occupation, when needed." (Underscoring supplied.)

According to a Company witness at the presentation of the job description the Company represented that the job would be filled when needed, i.e., when square bar sections are produced and it is required that they be tested.

The Arbitrator finds it unnecessary to choose between these contradictory versions of what took place at the presentation. It is sufficient to assume that there was a lack of adequate communication or, if there was, the recollection of the discussion by some of the participants is faulty. At any rate, the record contains in exhibit form considerable evidence of the number of hours incumbents of the job actually worked in the performance of the job duties and how the job was filled. Receipt of this exhibit in evidence was objected to by the Union on the ground that it contained material not brought out in the third step of the grievance procedure. The objection is being overruled both in the light of the disposition being made in the award of the Union's request for a further opportunity to question the evaluation of the job, and, also, because there appears no practicable or fair way to dispose of the issue presented unless this is done.

The Company's exhibit shows that from the period December 29, 1957 through February 1, 1958 the job was worked intermittently and irregularly according to no pattern of occurrences whenever square bar sections were produced. Apparently, the job was not

filled for the testing of lead alloy steel. The work was done over consecutive periods of from four to 27 hours by incumbents of various occupations, viz., Hot Bed Shear Laborer, Shear Laborer, Painting Laborer, Bulldozing Helper, Sweeper, Furnace Stocker, Crane Hooker and Shear Labor Stretcher. Particular individuals performed the duties of the job of Test Laborer during this time for periods ranging from an hour and a half to eight hours. Of 127 occurrences when individuals were assigned to the duties of the job they worked thereon a full eight hour turn on 74 occasions.

Another exhibit with a similar scatter pattern of times when the job was worked, the days and turns when worked, and the hours worked, shows the following:

Week	Total Hours Job Filled
11/17/57	43 1/2
11/24/57	33
12/1/57	40 1/2
12/8/57	26 1/2
10/19/58	30 1/2
10/26/58	34 1/4
11/2/58	33 1/2
11/9/58	24

The job, manifestly, was classified as though it were a full time job although it was not known, at the time, to what extent it would be worked. The experience in filling the job demonstrates, beyond question, that we are not dealing here with a job so infrequently performed for such small fractions of a turn as the Union believed to be the case. According to the Company's computation, Test Laborer duties are required an average of three-man-turns per week of which about half the assignments are for less than a full turn for an individual.

The Union contends that if the occupation is to be established as a separate and distinct job it should include the duties of Shear Laborers or others who are assigned to fill it from time to time and be described and classified with those duties in combination. It says that unless this is done the Company will have a free hand to fragmentize jobs and multiply classifications in violation of the injunction in the Wage Rate Inequity Agreement to

> "Reduce job classifications to the smallest practical number consistent with recognition of significant differences in job content."

It would be better to test this guiding principle of the Wage Rate Inequity Agreement in some case which more clearly demonstrates the Union's charge than the present one. The duties of Test Laborer are separate, distinct and unrelated to the duties of

the occupations filled by individuals who are assigned to Test Laborer. They represent duties added to those of employees in other jobs, and hence do not properly fall within the normal definition of fragmentization. The duties of Test Laborer are not performed in such a way as to become an integral or typical part of the job content of another occupation; - neither has it been shown, on the record, that there is any practicable method of attaching to the duties of Test Laborer the duties of any other particular occupation because, as an administrative matter, the assignment is given to the incumbents of a number of different occupations on the turn, when needed.

All these considerations lead to the conclusion that it has not been demonstrated that the establishment of Test Laborer and the description of the occupation are in violation of the Agreement.

The Union originally objected to two factor ratings in the evaluation and then elected to proceed, in the grievance procedure and in arbitration, with a broadside attack on the description in this case. Under the circumstances, it seems reasonable to entertain the view that the Union has not foreclosed itself from a right, on denial of its grievance here as to the propriety of the description, to raise the question of factorial evaluation. In any event, by having referred to "improper classification" in the grievance and by requesting classification in its prayer for relief the Union is regarded as having preserved its right to proceed, if it should so desire on the grievance level with any protest it may have on classification, an aspect of the case not considered herein.

AWARD

That portion of the grievance alleging that the occupation of Test Laborer was established in violation of the Agreement and should be redescribed is denied.

Peter Seitz,
Assistant Permanent Arbitrator

Approved:

David L. Cole,
Permanent Arbitrator

Dated: January 9, 1959