IN THE MATTER OF ARBITRATION

between

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA,
Local Union 1010

ARBITRATION AWARD No. 343

Appeal No. 14
Grievance No. 1-F-44

PETER M. KELLIHER
Arbitrator

APPEARANCES:

FOR THE COMPANY:

H. S. ONODA, Labor Relations Representative
DAVID L. GOTT, Job Analyst
WILLIAM A. DILLON, Assistant Superintendent
R. J. STANTON, Assistant Superintendent
W. O. BISHOP, Superintendent, Blast Furnace Dept.
T. F. PETERS, Divisional Supervisor
A. W. GRUNDSTROM, Supervisor, Wage Administration
R. J. BROZOVICH, Job Analyst,
D. Z. ANDERSON Industrial Engineer

FOR THE UNION:

CECIL CLIFTON, International Representative
FRED GARDNER, Chairman, Grievance Committee
JOSEPH WOLANIN, Secretary, Grievance Committee
J. GOTHELF, Assistant Griever
J. WABBINGTON, Grievance Committeeman
J. WILSON, Griever, Plant Number 3

THE ISSUE

The Issue is the disposition of Grievance No. 1-F-44, dated August 15, 1958, and reading as follows:

> "The Larrymen, Index No. 80-4212 and 70-4412, in the Blast Furnace Department ellege that their job description and classification is improperly described and classified under the procedures of the aforesaid Wage Rate Inequity Agreement.
>
> The aggrieved Larrymen request that their occupation be properly described and the job classification be revised upward."

DISCUSSION AND DECISION

The evidence is that the Company did not agree to the settlement proposed by the Union. The Union had offered to accept the job classification if the Company would delete reference to typical job duties (H) referring to the assisting on repairs and typical job duty (I) cleaning of the pits. The Union concedes that other job descriptions of production workers do make reference to "assist on repairs". The record would indicate that the location and nature of the work would make it difficult to require these employees to perform more than a minimum type of assisting on repairs. The work that has been described by the Company as coming within "assist on repairs" is definitely of a de minimus nature both as to the time element and the duties entailed. The Arbitrator, based on the evidence, cannot find that the job description is improper and in violation of the Contract or in violation of the Special Agreement dated August 4,

1949, which sets forth in Section 111 thereof the "MILL MAINTENANCE OCCUPATIONS".

With reference to the item of "cleaning of the pits", the evidence is that this work could only be performed for very brief periods of time because of the other job requirements of the Larrymen. Absent the violation of any specific language of the Contract or of any supplemental Contracts, the Company clearly has a right to set forth job duties in the job description.

At the hearing, the Union withdrew its claim with reference to the incorrectness of the environment factor. The Union's principal argument was that comparing the prior job of Scale Car Operator with the present job of Larryman and considering particularly the duties of the Skip Hoist Operator that are now performed by the Larryman, that the factor of equipment is incorrectly coded. There can be no question that the Larryman is responsible for the additional equipment connected with the Skip Hoist Operation. The Union presented specific testimony that considerable job duties previously performed by the Skip Hoist Operator are still being done by the Larrymen. (Tr. 29, 30, 31 and 32)

Based on this specific evidence, the Arbitrator cannot conclude that with the "automation of the coke charging, there remained little more to a Skip Hoist Operator's function than the pushing of a button to pre-set the amount of coke to be charged." (Company Exhibit A) Specific evidence was presented

as to the amount of damage that is now possible. (Tr. 36) While it is difficult to find closely comparable jobs in any plant, there are certain similarities between the job of the Larryman and the duties of the Ore Transfer Car Operator and the Coke Transfer Operator. They all operate cars on tracks. The Ore Transfer Car Operator and the Coke Transfer Operator fill the bins while the Larryman has to fill the furnaces. (Tr. 66) It is also possible for the Larrymen to cause a de-railment and de-railments have occurred. (Tr. 66 and 67) The Arbitrator is unable to find that this is a situation of pyramiding. The Larryman is not given any credit anywhere else in the present classification for responsibility of equip-ment. (Tr. 63) The "JOB CLASSIFICATION MANUAL" (Jt.Ex. 1) reads as follows:

> "Select from the table the LEVEL of possible damage per turn due to failure by the worker to fulfill his responsibility.
>
> When selecting the LEVEL of possible damage to equipment, consider the greatest possible damage that may occur on a turn basis. When serious damage to equipment can occur only once in a given number of turns, use the proportionate cost per turn in order to establish the correct LEVEL."

It is apparent with the increased amount of equipment that the Larryman is now responsible for, that a greater amount of damage may occur on a turn basis. The evidence is that specific failures by the Larrymen to fulfill his responsibility can and has caused damage.

Before the installation of the semi-automatic Coke Charging equipment on the No. 4 Furnace, the Skip Hoist Operator occupation was in job Class 10 and the Scale Car Operator occupation was in Job Class 9. When these two occupations were discontinued and replaced by the Larrymen, that occupation was placed in Job Class 12. This Arbitrator does not know the factors that gave rise to the placement of the Larrymen occupation in Job Class 12. The only matter here at issue is the proper coding of the equipment factor.

Based upon all the evidence, the Arbitrator must find that the equipment factor should be adjusted upwards from 2 B-3 to 3 B-5.

AWARD

The equipment factor shall be adjusted upward from 2 B-3 to 3 B-5.

(signed) Peter M. Kelliher
PETER M. KELLIHER

Dated at Chicago, Illinois
this 9th day of July, 1960.