

In the Matter of Arbitration Between:

ARBITRATION AWARD NO. 558

INLAND STEEL COMPANY
and
UNITED STEELWORKERS OF AMERICA,
AFL-CIO, Local Union No. 1010

Grievance No. 6-G-11
Appeal No. 783

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

Mr. Robert H. Ayres, Assistant Superintendent, Labor Relations
Mr. Thomas C. Granack, Divisional Superintendent, Power Dept.
Mr. Paul Thanos, Assistant Superintendent, Power Plant
Mr. Wilbur Grundstrom, Supervisor, Wage and Salary
Mr. David Gott, Job Analyst, Wage and Salary
Mr. George Applegate, Job Analyst, Wage and Salary

For the Union:

Mr. Peter Calacci, International Representative
Mr. John Bierman, Griever
Mr. Leonard Jones, Assistant Griever
Mr. Walter Tabaczynski, Witness
Mr. G. Anunson, Witness
Mr. L. Chickie, Witness
Mr. Al Garza, Chairman of Grievance Committee
Mr. S. Logan, Witness

STATEMENT

Pursuant to proper notice a hearing was held on November 20, 1963
in GARY, INDIANA.

THE ISSUE

The grievance reads:

"The aggrieved employees, Assistant Boiler Engineers,
#2 A. C. Station, Index No. 36-0393, allege that
their job description and classification is improperly
described and classified under the Manual.

The aggrieved contend that due to the addition of
new equipment and added job requirements their job
classification should be raised."

The relief sought reads:

"Aggrieved request the Company present a new description and higher classification for the occupation."

DISCUSSION AND DECISION

The Arbitrator has examined the present job description and finds that it adequately describes the work to be performed.

QUICKNESS OF COMPREHENSION

The Company has placed this job at the code value 3-C-2. It is the Union's request that this be increased to 3-D-3. As a comparison the Union used the No. 3 A. C. Station Boiler House Operator. It is noted that the basis of rating for said job reads: "recognize and respond to irregularities in Boiler House Operations". The 3-D-3 code value is presently assigned also to the Boiler Operator in the No. 2 A. C. Station. The Union testimony is that the Boiler Operator at this station is responsible for the whole station. He has "more things to watch" than anyone else and must recognize difficulties "quicker than anyone". (Tr. 30). He also tells the Senior Assistant Boiler Operator what he wants. (Tr. 33). The Senior Assistant Boiler House Operator also acted "more or less on his own" in 1955 as well as at the present time. (Tr. 36 and 40). The Senior Assistant Boiler Operator is only required to "recognize and respond to variations in water treating or fuel oil condition". He simply does not have the responsibility for the entire "Boiler House operations". The Union did agree in 1955 to the relationship that exists between the Boiler Operator and the Senior Assistant Boiler Operator in the No. 2 A. C. Station. Job relationships and evaluation can best be understood by a comparison of jobs. It would be clearly inequitable to apply the same coding to the Senior Assistant Boiler Operator as applied under this factor to the Boiler Operator. The job description accurately states he is directed by the Boiler Operator and the Union testimony is in accord. The record would indicate that he also had the same need for knowledge of water treating diagrams in the past. It is noted that in these proceedings the Union did not request that the coding for this factor for the Boiler Operator be raised. There simply is no basis for having the Boiler Operator and the Senior Assistant Boiler Operator assigned the same code value for this factor. The Arbitrator must find that the factor "Quickness of Comprehension" is properly coded 3-C-2.

JUDGMENT

The Company has assigned a code value of 5-C-2. The Union requests a 5-D-3 coding. The Union testimony is that the Senior Assistant Boiler Operator is required to use his own judgment as to when to

regenerate or back wash filters. He also testified, however, that his decision to regenerate a Zeolite Softener is based on a cycle. There are "two back washes and then a regenerate" and the process is then repeated. (Tr. 60). There is a timer that indicates when this should be done. (Tr. 61). The Senior Assistant Boiler Operator was also required to perform chemical tests on the quality of the water both under the old hot lime soda ash system and under the present system. He follows written instructions. (Tr. 61). The Chemist makes an analysis and based upon the test and his decision as to what is needed, the Senior Assistant Boiler Operator performs the work. (Tr. 62). These hardness tests have been performed under the prior water treating system. (Tr. 64). The Senior Assistant Boiler Operator had been required to take boilers off before the Zeolite system was introduced. (Tr. 67). Normally the Boiler House Operator will "come over" when a Boiler is lost. (Tr. 83).

Based upon the testimony in this record the Arbitrator is not able to find any substantial difference in the job duties in terms of the judgment exercised since the alleged changes. The testimony indicates that the Senior Assistant Boiler House Operator normally receives direction in the event of a lost boiler. The Union is here requesting the same coding for Senior Assistant Boiler Operator as is applied to the Boiler House Operator, #2 A. C. Station. This would disturb the essential relationship between these two classifications agreed upon by the Parties in 1955. The Union has failed to produce any evidence that would now justify a change in this relationship.

MENTAL STABILITY

The Union requests that the code value be increased from C-2 to D-3. The Union witness in testifying with reference to this factor indicated that he personally never had occasion to be doing regenerating at the time a boiler went out. (Tr. 97). He also testified that he has not known of a situation where a Fireman and a Water Tender froze on the job during an emergency. (Tr. 97). It is evident from the testimony that if the Senior Assistant Boiler Operator does take "deliberate actions to carry out instructions during emergencies", his function is fulfilled. Water Tenders and Firemen working in this area are alert to any changes that would indicate that an emergency was occurring. The Union here is again requesting the same coding for the Senior Assistant Boiler Operator as is applied to the Boiler House Operator for this factor. The Union has not adduced sufficient evidence to warrant a disturbance in the agreed upon relationship between the Boiler Operator in the 2 A. C. Station and the Senior Assistant Boiler Operator.

EDUCATION

It is the Union's contention here that the coding should be 4-B-10 rather than 3-B-7. It is not disputed that the Senior Assistant Boiler Operator does not direct the entire operation of the Boiler House. The act of giving instructions to another employee lower in the sequence does not come within the definition of "transferable knowledge" as that language appears in the definition of this factor. (Tr. 124). The testimony also is that before the Senior Assistant Boiler Operator takes a Boiler off the line he normally gets instructions from the Boiler Operator. It is the testimony of the Union's principal witness in this case that at the 2 A. C. Station the "Boiler Operator does the planning". (Tr. 134).

The Boiler House Operator at the 3 A. C. Station receives the 4-B-10 rating because he is required to "plan" boiler operations and to "direct the crew". This is, likewise, true of the Boiler House Operator in the 2 A. C. Station. It is not true as the Union's own testimony shows with reference to the Senior Assistant Boiler Operator. Under the factor Education the MANUAL at Page 44 states:

"Normally in a series or sequence of jobs the Education factor is coded higher for the job on the top of the sequence and lower for the jobs lower down the sequence. This is done in an attempt to establish the actual transferable knowledge requirements of each job in the series."

No evidence has been presented that would warrant any deviation from this normal practice or a disturbance of the relationship between these jobs that were agreed upon by the Parties in 1955. The Arbitrator must find that the proper coding is 3-B-7.

EXPERIENCE

The Company has coded this Factor 3-C-12 with thirty-six (36) months' experience essential. It is the Union's claim that the proper coding should be 4-B-16 because forty-eight (48) months' experience are essential. The Arbitrator believes in this case that the weight of the evidence is that there has been an appreciable change in the length of time it would require a normal employee to "pick up" the needed practical knowledge on this job "from his exposure to the work". As stated in the MANUAL, consideration must be given to the "practical knowledge of job materials, equipment and methods which it is necessary to obtain during the pre-job experience to qualify for the job". The record shows that in 1959 the capacity of the Boiler Feed Water Treating Plant at the #2 A. C. Station was increased and changed from a hot lime soda to a hot lime Zeolite process. While natural gas

had previously been used as an additive, it is now utilized as an independent fuel in Boilers Nos. 211, 212, and 213. The Company agrees that there were changes in equipment and that the Water Treating System is larger. This Zeolite Water Treating System affects the whole operation of the Boiler House. (Tr. 22). While the automatic bleeders have made some improvement, there are some high pressure checks that the bleeders won't catch. (Tr. 74). The Union also presented testimony that the addition of natural gas has affected the variations in Blast Furnace gas pressure. (Tr. 30). Natural gas has ten times the BTU content of blast furnace gas. Natural gas is not used as a sole source of fuel in the #3 A. C. Station. It is used there only as an enrichment. Under the old system of phosphate and soda "there was no duty to regenerate". This, according to the Union witness, requires more "skill and knowledge". It is the Union's testimony also that different methods exist as to the 'way of firing the boilers". Some methods need more draft and more air. It requires more general experience on the job to learn the different combinations of fuels. (Tr. 115). It is also asserted that the present Zeolite System is a different type of system than that previously existing. (Tr. 116). The employee is required if a Zeolite tank plugs up to know how to bypass this tank and be able to cut it in and out of the system. This was not required in the old water treating system. (Tr. 117).

The Company did not specifically controvert much of the above Union testimony. The Arbitrator must find that this is not simply a matter of "more of the same" in terms of equipment. It is evident that there are some differences in operation and an employee is required to work with four different fuels at the 211, 212, and 213 Boilers. In Award No. 384 this Arbitrator did give consideration to the number of types of fuels being used. The Zeolite Water Treating System represents a difference and not simply the addition of "more of the same". Consideration, however, is given by the Arbitrator here to the unrefuted testimony that at the 3 A. C. Station it is generally the Assistant Boiler Engineer and not the Boiler Engineer who operates that water treating system. (Tr. 151). The testimony does indicate, however, that it would require a longer period of time to learn the operation at the #2 A. C. Station than it would for an Assistant Engineer at the #3 A. C. Station because of the differences and the size of the stations. The 3 A. C. Station does not work with conditions such as a swinging load and NIPSCO Power. (Tr. 146). The 3 A. C. Station water treating system does not have Zeolite. (Tr. 152). The Company testimony is that the major difference between the hot lime Zeolite and the hot lime soda systems is that in the hot lime soda there is no Zeolite tank. By the use of Zeolite the capacity of the Water Treating Station was increased by 50 per cent. (Tr. 222 and 223). In handling the Zeolite softener there are additional steps involved as compared to the backwashing of a filter. (Tr. 226). The Zeolite softener

process takes approximately 90 minutes as compared to the backwashing of the filter which takes 15 minutes. (Tr. 227). Amine has been added to prevent corrosion. This was added a brief time before the adoption of the hot lime Zeolite system. The amine injection involving the Nalco No. 35 tank was modernized when the hot lime Zeolite system was adopted. The Zeolite tanks are new to the whole system and represent the use of a different chemical than hot lime soda ash. (Tr. 260 and 261). The Company conceded that there is a change in operations to the extent that there are different valves used in controlling the hot lime Zeolite system. (Tr. 277). Based upon all of the evidence the Arbitrator must find that the code value assigned should be increased to 3-D-14 with forty-two (42) months' experience being essential.

MENTAL EXERTION

The Company assigned the coding 3-D-8. It is the Union's statement that the proper coding is 4A, 3-C-9. It is not controverted that the coding assigned is an average coding taking into account the various levels of mental exertion encountered during an 8-hour turn. Under the instructions for this factor it is stated that when the level of mental exertion varies throughout the work period, it is then necessary to appraise the intervals separately and add the points required for each interval to obtain the total points for the factor. The 3 level does give recognition to above normal exertion and close visual attention to specific details on operations. The Union has not shown that there is any deductive reasoning required. The Company's statement was not controverted that if the Union's request were to be granted it would have the effect of reducing the coding for the factor of Physical Exertion. Considering the evidence in this record, the Arbitrator must find that the 3-D-8 coding is proper.

MATERIAL

It is the Union's request that the coding be 4-C-12, rather than 4-B-7. No evidence has been presented that would warrant a finding that the cost to replace or repair equipment would be over \$5,000. The only indication of any damage to equipment in this record was the need to replace a limited amount of insulation. The Union's principal witness did not know of any situation where the failure of the Senior Assistant Boiler House Operator had caused a loss of equipment over \$5,000. (Tr. 86). Ever since the existence of the Senior Assistant Boiler Operator classification, he has always directed the Fireman and the Water Tender at the 211 to 213 Boilers. These Boilers have not increased in size. The Boiler House Operator does direct the Senior Assistant Boiler Operator. (Tr. 189). The

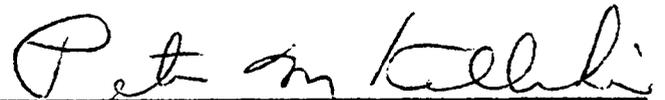
testimony in this record also indicates that the Boiler Operator is responsible for the whole station and must "recognize difficulties quicker than anyone". (Tr. 30 and 33). The evidence simply does not permit a finding that the Senior Assistant Boiler House Operator is entitled to the same coding for this factor as the Boiler Operator. No showing has been made that there has been any change that would affect the agreed upon relationship between these two classifications. The Arbitrator must find that the code value assigned of 4-B-7 is appropriate.

AVOIDANCE OF SHUT-DOWNS

The weight of the evidence is that the degree of responsibility that is assigned to the Material factor must also be assigned to the Avoidance of Shut-Downs factor. The Arbitrator must, therefore, find that the code value 3-B-4 is appropriate.

AWARD

The Arbitrator must find that the factor "Quickness of Comprehension" is properly coded 3-C-2 and the factor "Judgment" is properly coded 5-C-2. The coding C-2 is appropriate for the factor "Mental Stability" and the coding 3-B-7 is appropriate for the factor "Education". The Arbitrator, based upon all the evidence, must find that the code value assigned to the factor "Experience" should be increased to 3-D-14 with forty-two (42) months' experience being essential. Considering the evidence in this record, the Arbitrator must find that the 3-D-8 coding is proper for the factor "Mental Exertion". The Arbitrator must find that the code value assigned of 4-B-7 is appropriate for the factor "Material" and that the code value 3-B-4 is appropriate for the factor "Avoidance of Shut-Downs".



Peter M. Kelliher

Dated at Chicago, Illinois
this 15 day of January 1964.