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In the Matter of Arbitration Between:)
ARCELORMITTAL USA)
Weirton)
and)
UNITED STEELWORKERS,)
Local 2911.)
*****)

Grievant: Class
Issue: Batch Annealer Rate
Arbitrator Docket No. 201002
Gr. No. 20TM60432

Case 123

BEFORE ARBITRATOR JEANNE M. VONHOF

INTRODUCTION

The undersigned Arbitrator was appointed according to the rules of the applicable collective bargaining agreement. The hearing was held on November 6, 2020 via video hearing.

Mr. Patrick Parker, Vice President, Labor Relations, represented ArcelorMittal USA, hereinafter referred to as the Employer or the Company. Mr. Brian James, General Manager at Weirton, testified on behalf of the Company.

Mr. Pete Visnic represented United Steelworkers Local 2911, hereinafter referred to as the Union or the Local. Mr. Dan Sweat, Tin Mill Batch Anneal Annealer, testified on behalf of the Union.

Each party had a full and fair opportunity to present evidence at the hearing. Both parties made closing arguments at the hearing.

ISSUE:

Did the Company violate Article 5 B by not paying the Batch Annealer position as a Labor Grade 4? If so, what is the appropriate remedy?

Relevant Contract Language

ARTICLE FIVE – WORKPLACE PROCEDURES

Section B. New or Changed Jobs

1. At each location covered by this Agreement, the Union shall designate up to two (2) individuals to serve on a Job Evaluation Committee. The Committee shall be provided with paid time off in accordance with standard local plant understandings to conduct its business as described in this Section.
2. In the event the Company chooses to modify the duties of an existing job or create a new job, it shall follow the procedure outlined below.
3. The Company shall meet with the Job Evaluation Committee and present it with a written description of how it intends to modify an existing job or a complete description of a proposed new job. The description shall include:
 - a. the requirements of such new or modified job in the areas of training, skill, responsibility, effort and surroundings (Requirements);
 - b. the Company's view as to how these Requirements compare to the Requirements for existing jobs at the plant; and
 - c. based on Paragraphs (a) and (b) above, at what rate the Company believes the job should be paid.
4. The Job Evaluation Committee shall be provided with any additional information requested in connection with its assessment of the new or modified job.
5. If the parties are unable to agree upon the appropriate duties and rate of pay for the new or modified job, they shall submit their dispute to arbitration using a procedure to be developed by the parties.
6. The arbitrator shall base his/her decision on the Requirements of the new or modified job and how those Requirements compare to the Requirements for the existing jobs at the plant and other plants of the Company.

Background

This dispute arose from a request to the joint Job Evaluation Committee put forth by the Union in March 2020 seeking increases in labor grades for three jobs, due to an increase or change in job duties of the positions. The Company did not agree with any of the requests. On June 15, 2020, the Union filed a grievance contending that the Company violated Article 5, Section B by failing to increase the Tin Mill Batch Anneal Annealer position from a Labor Grade 3 to a Labor Grade 4. The Union requests that the Annealer position be reclassified as a Labor Grade 4 position effective March 2020 and that all affected employees be paid the difference in wages from that date. The Company responded to the grievance stating that the information presented did not warrant a Labor Grade increase.

The parties presented information that Batch Annealing is performed by stacking coils four deep and then placing a furnace over them in order to heat the steel, treat it and slowly cool it. The purpose of the process is to increase the steel's ductility and help eliminate internal stresses. During the process the air is purged with nitrogen to prevent the steel reacting with oxygen.

Mr. Dan Sweat, an incumbent Annealer, testified that he has worked for the Company for 30 years and has been familiar with this job for seven years. He testified that the heating process takes from 24 to 48 hours, after which the furnace is removed, followed by a long cooling time. Control of the furnaces is done manually.

Sweat testified that in the Annealer position he receives a list from Production Planning regarding load priorities and must assess what is available in stock. He makes production decisions based upon information about priorities, when the orders came in and when they have been promised. He tells the Checker what he wants loaded, and assigns the Buggy Driver to move the coils to a place where the Craneman can pick them up. In the Annealer position, Sweat said that

he directs the movement of the steel and the entire annealing process from start to finish, including determining which coils are to be annealed on a given day.

Sweat testified that in his position he has taken over functions that were formerly performed by a supervisor and this has caused a change in the job. For example, he stated that in the past a foreman would make the decisions regarding the priority of work to be done and when to move a furnace from one base to another. Now Sweat says that he performs these functions. He testified that as Annealer he works a 12 hour shift, which overlaps two eight hour shifts worked by the Checkers and Cranemen, so that he directs two full crews during his shift.

Sweat also testified that he makes decisions regarding Quality Control for each heat. He said that he inspects the coils and must make a decision if a batch needs to be re-annealed. Quality concerns over defects arise when they are unable to maintain a consistent temperature that is sufficiently hot. Sweat testified that he also directs repairs and maintenance to be performed on problems such as fan failures, and furnace and motor repairs. He used to report these problems to a supervisor who directed maintenance and repairs. He testified that he also now directs and assists the removal of furnaces to an area where they can be repaired by Maintenance Mechanics. He testified that this function was formerly conducted in conjunction with the Maintenance Mechanics but that having his crew perform this work alone facilitates faster repairs and less loss of production time.

Sweat testified further that another new duty he has is directing the Batch Anneal crew to perform Fuel Department maintenance and repairs when the Fuel Department is unavailable. He testified that there are fewer people in the Fuel Department now, especially on the back turn, and so his crew performs work such as cleaning and replacing tips in order to get the thermocouple

registering correctly. If his crew cannot fire a furnace while they wait for the Fuel Department to fix the problem, production is slowed. He directs this work.

Another new task that Sweat testified he performs is monitoring the alarms at the Hydrogen & Nitrogen Mixing Station. He said that a hydrogen/nitrogen mix is on during the entire annealing process until the base is unloaded. The alarm system was installed shortly after two furnaces exploded. He said that if the alarm goes off he responds by going to the gas mixing building, where a meter tells him whether it is safe to enter. He said that he manually closes the hydrogen valve, as an emergency measure. Then he reaches out to the Fuel Department and provides them with his assessment of the situation. The Fuel Department is responsible for turning the valve back on. He also conducts monitoring of the natural gas system.

Sweat reviewed the position description for an Operating Technician II Labor Grade 4 for Weirton agreed to by the parties in 2008. He stated that he performs the functions of this position, including "operat[ing] and is responsible for a significant producing unit." He also testified that he "directs other operating and support crew members." In addition he said that he performs administrative duties including assessing the work; performing safety functions; and keeping records of furnace processes and mechanical issues. He also stated that he "performs and assist in production maintenance tasks," including providing anything that mechanics or electricians need in performing their tasks and assisting them in keeping the machinery running. He thus "coordinates and works in conjunction with Maintenance Technicians," in the ways that he described above.

The Union also presented a list of duties of an Anneal Operator, which the Union said it obtained from an Operator at the Company's Cleveland facility. Sweat said that he performs nearly all of these tasks and that that Operator is paid as a Labor Grade 5. The Company objected to the

introduction of the document, arguing that it is not clear whether these are all the tasks that Operator performs.

The Company questioned Sweat about whether the Labor Grade 4 position description introduced by the Union involved the Continuous Annealing process. He said that it encompasses both annealing processes. In regard to the job description, he testified that he does not have a Senior Operating Technician whom he assists. He testified that if there were a maintenance problem in the past he would call a Supervisor, but now he calls Maintenance directly. He acknowledged that he does not tell the Maintenance person how to fix the problem, and that there are often recurring problems that the Maintenance people are repairing.

Sweat testified that although the Batch Anneal process is basically the same as seven years ago, his responsibility for directing the crews is different. He acknowledged that he has no right to discipline the crews. He noted that Labor Grade 4 employees do not have the right to discipline either. He testified that he can go weeks without interacting with Management in person, but does have a call with Management every morning where they ask him what his plans are for the day, what equipment is out of service and what he is doing about it. He has telephone numbers for Supervisors and Area Managers, if he needs them. Although an Area Manager or someone from Production Planning could call him and say that they needed certain coils done immediately, he said he does the planning of work on a daily basis.

Mr. Brian James testified that he is the General Manager at Weirton, and has been there since 2005. Although Weirton was a fully-integrated steel mill at that time it is now a finishing mill, which has resulted in reductions in both salaried and bargaining unit employees. James testified that the Labor Grade 4 position description is unique to Weirton and was negotiated by an independent Steelworkers union when Weirton was owned by a different steel company. He

testified that the Operating Tech I position is in the current collective bargaining agreement but there is no Operating Tech II position mentioned in the Agreement.

James testified that the parties agreed in 2008 to the Batch Anneal job sequence in which the Annealer was classified as an Operating Technician I, a Labor Grade 3 position and the Checker was classified as a Service Technician, Labor Grade 2. He testified that the Operating Technician II job was in existence when this line of progression was negotiated.

James testified further that the process of Batch Annealing is the same as in the past. One small difference is that the Crane Operator moves a furnace needing repair to the repair area, placing cribbing in place so that the furnace can be lifted. In the past Maintenance perform these functions. He said that the functions haven't changed, however.

James also testified about a document of Standard Operating Procedures for the Operator/Annealer. The first task is to "develop daily plan of work," including determining which bases are available to load and which coils should be loaded first. The SOP also includes nine other tasks which lay out the Batch Annealing process in detail. James testified that the SOP is dated May 31, 2013 with the revision date of July 5, 2018, with no new tasks being added to the process during that period. He also testified that the SOP was prepared in conjunction with employees who perform the tasks. Under questioning from the Union, he testified that SOP's are not intended to be used for job classification.

James testified that the Batch Anneal process is not a significant operating unit. He testified that Continuous Annealing is a much larger process. It involves more pieces of machinery, a greater possibility of defects and more potential problems with production than the Batch Annealing process. Continuous Annealing requires five Operators on the lines; two Crane men and one Grade 5 Annealer/Senior Operating Technician, who directs four other employees,

compared to the Batch Annealer, who directs only one Operator and a Craneman. Under questioning from the Union James acknowledged that 25% of product at Weirton goes through the Batch Anneal process, and 75% goes through the Continuous Annealing process. He testified that the Batch Annealer is an important job but the process is not as complicated as Continuous Annealing.

According to James, in selecting coils to be annealed, the Batch Annealer may only select from coils which have been cleaned. In addition, the Annealer cannot ignore coils which have been identified as "high priority" by Production Planning. As for maintenance and repair tasks, the Annealer formerly called the supervisor and now calls Maintenance directly. He testified that the maintenance tasks performed in Batch Anneal are more repetitive than with Continuous Annealing, which involves more machinery.

James testified and presented a document showing that during the 2015 Local Issues negotiations the Union attempted to change the job class for an Annealer from a Labor Grade 3 to 5. He said that the demand was not granted. The Union questioned whether this demand, and in fact all of the local demands were dropped/withdrawn during negotiations. James testified that he did not believe that all of them were dropped; he thought that some were granted, but not any significant demands.

The Union's Position

- This grievance concerns the proper classification of a job which is currently classified as a Labor Grade 3 and should be a Labor Grade 4.
- The Batch Anneal process is a significant unit at Weirton. 25% of the steel produced here goes through this process.

- The Union is not trying to seek in arbitration what it could not obtain in negotiation. The Union dropped all of the demands in 2015, and the Union cannot be foreclosed from filing grievances.
- Some of the changes to the position have occurred since the 2015 negotiations.
- There has been a creation of a new alarm system for volatile gases, and a duty to respond to that alarm system immediately to prevent the kind of explosions that have occurred in the past.
- The reduction in supervisors means that the Annealer does the assignment of work, creating work cards and distributing them to employees every day and ensuring that the work is completed. These duties were previously done by supervisors.
- Monitoring the quality of the work is an important change, watching for stains and improper heating. Not performing this task well has the potential for a lot of harm to the Company because a single batch can take an entire week to produce.
- The Annealer directs Maintenance employees. Previously he contacted a supervisor to report problems, and the supervisor dealt with Maintenance.
- All of these indicate that the Batch Annealer has taken on considerable responsibilities that used to be performed by Management, creating a significant difference in the job.
- The Union requests that the Annealer position be permanently reclassified to a Labor Grade 4, and be paid as such going back to March 2020.

The Company's Position

- Under the collective bargaining agreement the Union must demonstrate that Company has modified the duties of the position or has created a new job in order to claim that the Annular should be paid as an Operating Technician II.
- The parties created a "bootleg position" of Operating Technician II outside of the collective bargaining agreement. The agreed-to promotional sequences in 2008 established the position in three of the 13 sequences, but not in the Batch Anneal sequence.
- The promotional sequence details that there are two jobs in Batch Anneal, an Operating Technician I and a Service Technician position, each staffed with one employee. There is also a captive crane operator, a Service Technician Crane from a different promotional sequence.
- The local parties agreed in 2008 that the Annealer job should be an OpTech I position.

- The work done in Batch Anneal has not changed since the 2008 promotional sequence was agreed to, in the composition of the crew is the same.
- Batch Anneal is not a significant producing unit. The amount of production has not changed since 2008.
- Even if there is a disparity between the way these positions are paid at various plants, the Company has not modified the duties of the Annealer job at Weirton or created a new job to do the annealing. Furthermore, there is not an Operating Technician II position at other plants.
- The Union's suggestion that the parties dropped all the local issues during negotiations in 2015 is new evidence.
- Nothing has changed in regard to gases since 2008 and monitoring the new alarm system does not require special expertise.
- The parties agreed that the Batch Annealer position should be a Grade 3 in 2008 because this was not a major producing unit – this is a finishing process and there is no Senior Operating Technician assigned to it.
- Labor Grade positions are assigned according to Job classifications. Only if this job is classified as a different position could it be paid at a Labor Grade 3.
- The fact that an employee performs more duties to accomplish the same task is not a reason to increase the Labor Grade. The job descriptions focus on functions, not changes in individual job duties.
- The grievance should be denied.

Findings and Decision

This is a case in which the Union has challenged the rate paid for the Batch Annealer job, because of modifications in the duties of the job. Under Article 5 B of the collective bargaining agreement, the parties have established a joint Job Evaluation Committee which has examined the Union's claim that there have been changes in duties and responsibilities in the job and it should now be upgraded to a Labor Grade 4. The parties did not reach agreement through the joint process and the Union has now presented the issue to arbitration, as established under Article 5 B (5).

Under Article 5 B, the Job Evaluation Committee is to consider the “requirements of such new or modified job in the areas of training, skill, responsibility, effort and surroundings (Requirements).” If the matter goes to arbitration, the Arbitrator is to base her decision on the “Requirements of the ... modified job and how those Requirements compare to the Requirements for the existing jobs at the plant and other plants of the Company.” The Union in the grievance procedure provided information about the added duties of the Batch Annealer job, and compared the current duties to the responsibilities of the Operating Technician II position at the Weirton plant. The Company notes that the Operating Technician II position is not mentioned in the collective bargaining agreement and argues that this is a “bootleg” position only present at the Weirton plant. However, this is a position that the parties negotiated at the Weirton plant and that continues to exist today. Therefore, the Union may compare the duties and responsibilities of the Batch Annealer position with those of the Operating Technician II at Weirton in support of this grievance, as it did during both the joint job evaluation and the grievance processes.

The Company presented a list of demands/proposals presented by the Union during 2015 local negotiations at Weirton. This list includes a proposal that the Batch Annealer position be upgraded to a Labor Grade 5. As this proposal was not agreed to in those negotiations, the Company argues that the Union is now seeking in arbitration what it was not able to achieve in bargaining over this issue. The Union advocate argues that this demand and all of the local issues proposals were withdrawn by the Union during the 2015 negotiations. In its closing argument, the Company disputes this assertion. There is no evidence in the written grievance record that this document was presented or that this issue was raised by the Company during the grievance procedure here. If it had been raised earlier, the factual disagreements about the handling of these proposals during the 2015 local negotiations may have been resolved.

In addition, the Arbitrator notes that the Union in this grievance is seeking an upgrade only to a Labor Grade 4, not a Labor Grade 5. The fact that the Company may have refused to agree to a proposal to upgrade the position to a Labor Grade 5 does not mean that they would have refused a proposal to reclassify it to Labor Grade 4. Furthermore, the Union argues that some of the duties have changed since 2015. Therefore, there is not sufficient evidence on this record to clearly indicate that the Union is seeking to achieve an objective in arbitration that they were not able obtain in contract negotiations.

The Operating Technician II position description agreed upon by the parties at Weirton in 2008 is as follows,

Operates and is responsible for a significant producing unit (such as a Continuous Annealing Line) or operates and assists Senior Operating Technician on a major producing unit as a member of the operating team. Directs other operating and support crew members, performs administrative duties and communicates with maintenance as required to maximize production. Performs and assists in production maintenance tasks and functions necessary to assure maximum production, quality, and inspection. Performs or leads maintenance activities as required with operating crew members and coordinates and works in conjunction with Maintenance Technicians.

The parties negotiated promotional sequences in the plant, also in 2008, incorporating the Operating Technician II position. The Batch Annealer position was classified as an Operating Technician I (Labor Grade 3) at that time. Thus, the evidence demonstrates that the parties considered the duties of the Batch Annealer position in 2008 and determined that it should not be classified as an Operating Technician II (Labor Grade 4), even though several other positions were classified as Operating Technician II positions at that time. The parties agreed in 2008 that the Batch Annealer position should be classified as an Operating Technician I (Labor Grade 3) at Weirton and that it has remained at that level up until this point in time.

The Union argues that the duties of the position have been modified, however, and that the position should now be upgraded to a Labor Grade 4. The Company presented convincing

testimony that the batch anneal process itself has not changed significantly during this period. However, there have been some duties added to the batch anneal crew's work. The Company's Witness acknowledged that the Batch Annealer now directs his crew to move furnaces needing repair to a repair area, a function that formerly was performed by or in conjunction with the Maintenance Department. Union Witness Sweat also testified that he directs his crew to perform certain Fuel Department maintenance and repair tasks that were formally performed by that Department.

It is unlikely that the direction of the crew in performing these new tasks would be considered such a significant modification of the Batch Annealer's work so as to require a new labor grade classification. However, Batch Annealer Sweat testified that in addition to overseeing these new tasks, his job has changed in other ways that the Union argues favor a reclassification. In particular, Sweat testified that he has taken over some functions that were formerly performed by supervisors. Most importantly, he determines what work is to be performed in Batch Anneal on a daily basis, a function that he testified, without contradiction, was formerly performed by supervisors. He determines which coils will be annealed next and what repair and maintenance projects will be performed. He also testified that he has additional responsibility over quality issues, determining whether coils need to go through the process a second time. In addition, he has another new duty, as he is required to quickly respond when a new emergency alarm system goes off, and to shut off one of the gases involved in the process. The new alarm was put in place after two furnaces exploded.

The Company points out that the Batch Annealer makes the decisions regarding which coils to produce by using data from the Production Planning group, and argues further that the Batch Annealers could not refuse to anneal certain coils as a priority, if ordered to do so by

Management. The Batch Annealer does rely upon data regarding when coils are ordered; when they are due to be delivered; and other information from Production Planning in making the decisions about when to process which orders for coils. However, the Annealer evaluates this information and then makes the decisions regarding which coils will be processed each day, and it is this decision-making responsibility which the Union argues is a significant modification to this job position. While there is evidence in the record that the Batch Annealer reports these decisions to Management in a daily call, the evidence demonstrates that the Annealer informs Management what the Batch Anneal crew is going to do that day, both with regards to production and repairs, after evaluating the situation and making decisions. Although there is no question that a Batch Annealer could not refuse to prioritize certain work if requested by Management, Management is not making the daily decisions about what work is to be done. The evidence does not support a conclusion that anyone in Management is examining the Production Planning information and telling the Batch Annealer which coils to select for annealing on a daily basis, or which repair work to order. While the Batch Annealer previously had responsibility for directing the crew in the annealing process, the evidence demonstrates that supervisors, and not the Annealer, made the initial decisions about what work was to be done. This is a major responsibility added to this job position.

In addition, the evidence demonstrates that in the past the Batch Annealer did not make final decisions regarding repairs, but rather only reported needed repairs to a supervisor. The Company argues that the only difference in this situation is that the supervisor then made the call to Maintenance. However, the Batch Annealer now makes the ultimate decisions on whether a problem is serious enough to call Maintenance, and how the scheduling of repairs or maintenance work affects production work and deadlines. After considering these factors he is authorized to

request maintenance and repair work directly, rather than to simply report a problem to a supervisor.

Both determining what annealing work is to be done, or redone, and calling for maintenance and repair tasks, are significant responsibilities. The Company points out that the Grievant, in performing this work, does not have the authority to discipline other employees on the crew, if they do not perform the work as directed. However, those in Labor Grade 4 Operating Technician II positions do not have disciplinary authority either. Nevertheless, poor decisions in the exercise of the responsibility the Batch Annealers does have—over production and maintenance—can have significant consequences, delaying the delivery of coils to customers on a timeline that best meets the Company's overall production priorities and customer service goals.

In addition, the Batch Annealers have also been given the duty to respond immediately to a new alarm system at the Hydrogen & Nitrogen Mixing Station. When the alarm goes off, the Batch Annealer now has the responsibility to assess the safety of entering the gas room, and if it is safe, to immediately enter and turn off one of the gases. He or she performs this duty in order to prevent the explosion of a furnace, before the Fuel Department can arrive. The Batch Annealer is then required to assess the problem setting off the alarm and report it to the Fuel Department.

The alarm is a technological improvement that helps prevent explosions in furnaces, by alerting the Batch Annealer to a dangerous situation. However, the Batch Annealer has the new added responsibility to monitor the alarm, respond quickly if it goes off, and while doing so, to make several safety and other assessments about a situation involving dangerous gases. The consequences for not performing these emergency tasks well can be serious, as demonstrated by the furnace explosions in the past. These duties were added to the Grievant's job.

The parties are to consider modifications to the skills and responsibilities required by a job in order to determine whether a position has been changed so as to merit an upgraded classification. The Arbitrator concludes that there has been a significant modification to this position, in the level of responsibility added to decide the work to be performed by the crew each day, and in the skills needed to make those decisions. The Arbitrator further concludes that there has been a modification in the level of responsibility of the Batch Annealer to request Maintenance Department work, and in the skills needed to make those decision. In addition, the Arbitrator concludes that a significant new duty has been added to the position, to monitor and respond to the HNX alarm.

The Arbitrator also concludes that the modified Batch Anneal responsibilities and duties are comparable to the Operating Technician II duties. The Union argues that the Batch Annealer performs all of the functions specified in the OpTech II position description, such as directing other operating and support crew members; performing administrative duties; communicating with maintenance as required to maximize production; assisting in production maintenance tasks as necessary, and coordinating and working in conjunction with Maintenance Technicians. The Company argues that the parties considered these factors in 2008 and determined that the Batch Annealer's work was not OpTech II work at that time. According to the Company, the parties concluded in 2008 that the Batch Anneal Operators were not "responsible for a significant producing unit (such as a Continuous Annealing Line)" or that they did not "operate and assist Senior Operating Technician on a major producing unit as a member of the operating team." The parties disagree over whether the Batch Anneal line is a "significant producing unit," and the Company notes that a crew of four or five is needed for the Continuous Annealing process specifically mentioned in the position description. Nevertheless, the evidence here establishes that

the level of responsibility to determine which production and maintenance work is to be done raises the Batch Annealer's work to the level of the Operating Technician II position. Batch Annealer Sweat testified there is no Senior Operating Technician above him making decisions about production and maintenance, for him to assist.

In comparing the work to comparable work at other plants, the Union presented a list of duties of a Batch Anneal Operator, which the Union said it obtained from an Operator at the Company's Cleveland facility. Sweat said that he performs nearly all of these tasks on the list and that that Operator is paid as a Labor Grade 5. That Operator did not testify and the evidence presented appears to be a list of duties relating to a somewhat different batch anneal process. The Company argues that it is not clear whether these are all the tasks that the Operator performs.


During the grievance procedure, the Union asserted that a Batch Annealer at another plant was paid at Labor Grade 5. Although the evidence presented at arbitration supporting this assertion is not very extensive, the Company did not deny that Batch Anneal Operators at that plant are paid at Labor Grade 5. Therefore, the Arbitrator has afforded this evidence some weight in support of the Union's position that the Batch Annealer position at Weirton should be paid at a Labor Grade 4.

In conclusion, the Union has presented sufficient convincing evidence that there have been significant modifications in the responsibilities and duties of the Batch Annealer position so that its pay classification should be raised to a Labor Grade 4. The Union has requested that the remedy extend back to the date on which it first presented its request for reclassification in the Joint Evaluation process. The collective bargaining agreement does not state that remedies for grievances over modified or new job descriptions, filed after the Joint Evaluation process has occurred, should extend back to the beginning of the Committee process. However, this is a pay

violation, and therefore can be regarded as a continuing violation that occurs each time a Batch Annealer is wrongly paid. As is the case with other continuing violation grievances, the remedy here will therefore be extended to the beginning of the grievance filing period, which under this Agreement is 30 days before the filing of the grievance.

AWARD

The grievance is sustained. The Tin Mill Batch Anneal Annealer position shall be paid at the Labor Grade 4 rate. All affected employees shall be made whole and paid the difference in rate between Grade 3 and Grade 4, extending back to 30 days before the filing of the grievance. The Arbitrator will retain jurisdiction solely over the remedy portion of this Award.

Signature 

Jeanne M. Vonhof
Labor Arbitrator

Decided this 5th day of August 2021.