

In the Matter of Arbitration Between:

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

ARBITRATION AWARD NO. 566

Grievance No. 8-G-24
Appeal No. 1154

PETER M. KELLIHER
Impartial Arbitrator

APPEARANCES:

For the Company:

Mr. Robert H. Ayres, Assistant Superintendent, Labor
Relations Department
Mr. T. C. Granack, Labor Relations Representative, Labor
Relations Department
Mr. R. J. Brozovich, Labor Relations Representative, Labor
Relations Department
Mr. W. Grundstrom, Supervisor, Wage & Salary Administration
Department
Mr. J. Brough, Assistant Superintendent, Power & Steam
Combustion Department
Mr. R. Senour, Assistant Superintendent, Plant #2 Mills
Department

For the Union:

Mr. Peter Calacci, Staff Representative
Mr. William Young, Chairman, Grievance Committee
Mr. Sylvester Logan, Plant Union Committee
Mr. Louis Chickie, Plant Union Committee
Mr. Walter Green, Grievance Committeeman
Mr. Raymond Lopez, Griever Steward
Mr. Harold Fields, Witness

STATEMENT

Pursuant to proper notice a hearing was held in GARY, INDIANA,
on March 19, 1964.

THE ISSUE

The grievance reads:

"The occupation of Heater Helper is improperly
described and classified under the procedures of

the Manual due to changed conditions and added duties."

The relief sought reads:

"The aggrieved employees request a new job description reflecting the changed conditions and added duties and upward rates of pay be applied and added; they also request any moneys due them be paid."

DISCUSSION AND DECISION

In analyzing the job description, the Arbitrator must find that it does accurately identify the principal job functions. The history of the furnaces and background of the job evaluation is fully related in Award No. 564 and will not be repeated here. The occupation of Heater Helper is presently known as Assistant Heater. The job description and classification have been in effect since June 30, 1947. After the removal of the three old reheating furnaces and the installation of the two new furnaces, the description and classification were reviewed and the Company determined that no changes had been made that would warrant a reclassification. The Union filed the present grievance on February 26, 1960. The Assistant Heater is responsible for controlling the heating of blooms and billets in one furnace. He works under the supervision of the Heater.

QUICKNESS OF COMPREHENSION

On the basis of the existing rating the employee is required to notice "irregularity in drawing and watch for hot spots on blooms". Full consideration is given to this in the assigned basis of rating. The same situation prevailed under the old reheating furnaces where steels with specific heat limitation were going through the furnace at the same time as steels that did not have a limitation. Critical type steels were also rolled prior to 1960 when the new reheating furnaces were installed. Under the new furnaces the Heater Helper does set the temperature control at the panel. The Union witness concedes that the temperature is then usually held. There have been no significant changes in the requirements of the job. The Arbitrator, therefore, must find that no increase is warranted in the present coding.

EDUCATION

The present "BASIS OF RATING" provides that the Assistant Heater is required to "read and understand instructions". Under

the old furnace set-up, as well as the new furnace set-up, the employee is required to read Charging Sheets. The reading of charts is essentially no different. The employee is not required to make any special interpretation of these charts. The per cent ratio is not recorded. The fuel flow and the air flow are recorded in the fuel-air chart. The Assistant Heater is not required to calculate the per cent ratio. He does not make a calculation of any kind. He does record figures and then writes them on the chart.

The Arbitrator is unable to make a finding here that there has been any increase in "transferable general knowledge or educational requirements which would affect the ability 'of the Assistant Heater' to qualify for the job". The charts do not contain any additional data that would increase the range now contemplated by the present coding. The Union witness did concede that the same situation prevailed under the old furnaces with reference to the need to notify the 32" Roller of changes in bloom size, or in grades of steel and to read the information set forth on the Charging Sheets. If an employee was able to read the Charging Sheets, he should have no difficulty in reading the charts. The Arbitrator must find that the present coding of 2-B-4 is appropriate.

EXPERIENCE

The Parties limited their discussion of this factor during the hearing relating to the Assistant Heater job because it was covered very fully in Award No. 564. The Assistant Heater does handle one furnace under the supervision of the Heater. The relationship between the Heater and the Assistant Heater should be maintained. The Arbitrator must here conclude as he did in the case of the Heater job classification that although the essential functions of both the old and new reheating furnaces are the same, the method of operation and the job duties of Assistant Heater are different. The proper coding for this factor is 3-B-10.

ENVIRONMENT

The Company testimony is that both the Assistant Heater and the Heater work in the same area and that what will affect the Heater will affect the Assistant Heater to about the same degree. The Arbitrator considered the testimony relative to the Heater and the Assistant Heater in his discussion in Award No. 564. It is the Arbitrator's finding that the coding should be increased to 1-D-4.

EQUIPMENT

The Union did not present any evidence to warrant a change in the "basis of rating". The Union testimony is that under the old furnace set-up there had been damage in scraping walls. Damage can occur in the new furnaces by scraping insulation off of the water-cooled pipes. There is no evidence that would warrant changing the basis of rating beyond the present characterization of "damage insignificant". The existing job description does require the Assistant Heater to watch the "back end of furnaces for scrappy blooms, burnt steel, and for billets that may be sticking out too far to cause damage to the side walls". This responsibility continues to exist to substantially the same degree. There is some indication that the additional gauges could reduce the possibility of damaging the roof and walls of the furnace. The Arbitrator must here observe that if an increase in coding were to be granted, it would disturb the relationship existing between the Heater and the Assistant Heater under a situation where the Heater has the primary responsibility. The Arbitrator, therefore, must find that the coding 1-A-0 is proper.

AVOIDANCE OF SHUTDOWN

This factor is "a complement for the factors where damage to equipment is measured". The Arbitrator was unable to find that the evidence warranted any increase in the coding for the Equipment factor. Under the Avoidance of Shutdown factor the Arbitrator can only consider the significance of the failure of a worker to fulfill his responsibility for preventing shutdowns of equipment. The maintenance of production pace here is not a relevant consideration. The Union's principal witness conceded that it was not possible to shut down a furnace simply by "knocking off some insulation". This Arbitrator cannot assume that the Company would continue to leave a substantial amount of insulation off the pipes for any extended period of time. On the basis of the record the Arbitrator must find that the present coding of 1-A-0 is proper.

AWARD

The Arbitrator must find that the proper codings are as follows:

Quickness of Comprehension	3-B-1
Education	2-B-4
Experience	3-B-10
Environment (Temp. - Wetness)	1-D-4
Equipment	1-A-0
Avoidance of Shutdown	1-A-0

Dated at Chicago, Illinois

this 11th day of April 1964


Peter M. Kelliher