Award No. 694
In the Matter of the Arbitration Between
INLAND STEEL COMPANY
AND
UNITED STEELWORKERS OF AMERICA
AND ITS LOCAL UNION 1010
Grievance No. 30-N-58
Appeal No. 1295
Arbitrator: Bert L. Luskin
December 15, 1980

INTRODUCTION

An arbitration hearing between the parties was held in Harvey, Illinois, on November 17, 1980. Pre-hearing briefs were filed on behalf of the respective parties.

APPEARANCES

For the Company:
Mr. R. T. Larson, Arbitration Coordinator
Mr. R. Castle, Senior Representative, Labor Relations
Mr. A. J. Scolnik, Superintendent; Wage & Salary Administration and Administrative Services
Mr. J. Tchalo, Staff Representative, Wage & Salary Administration
Mr. L. Corpus, Wage & Salary Analyst, Wage & Salary Administration
Mr. J. Spear, Senior Representative, Labor Relations
Mr. M. Oliver, Representative, Labor Relations
Ms. B. Page, Industrial Relations Trainee

For the Union:
Mr. Theodore J. Rogus, Staff Representative
Mr. Joseph Gyurko, Chairman, Grievance Committee
Mr. Don Lutes, Secretary, Grievance Committee
Mr. Thomas Mills, Base Rate Chairman
Mr. John C. Porter, Griever
Mr. Erwin G. Bircher, Griever
Mr. James Ross, Grievant

BACKGROUND

By letter of May 8, 1979, the President of Local Union 1010, United Steelworkers of America, wrote to the Company and informed the Company that, in accordance with Article 9 of the Collective Bargaining Agreement, it was submitting a list of individuals who would represent Local Union 1010 on matters regarding "job descriptions and classifications." Those persons were named as follows:

Thomas R. Mills, Chairman
Richard Zuniga, Secretary
Grievers of Respective Areas.

James Ross is an employee of the No. 11 Battery Coke Department who has been elected to the office of Grievance Committeeman from the area comprising Grievance Area No. 30.

On January 25, 1980, Ross attempted to attend a meeting of the Management and Union representatives that comprised the Joint Committee on Job Classifications. Ross claimed that as a Committeeman of the No. 11 Battery Coke Department, he had become a designated Union member of the Plant-Union Committee on Job Classifications and eligible to attend the meeting. He based that contention on the fact that an issue would be considered involving the classification of a job or jobs in the No. 11 Battery Coke Department. Ross was denied the right to attend that meeting based upon the Company's contention that the naming of all Grievance Committeemen does not constitute compliance with the procedures set forth in Article 9, Section 6-A of the August 1, 1977, Collective Bargaining Agreement. Ross thereafter filed a grievance protesting the Company's action.

The Company contended that the Union had named only two permanent members to that Committee and the attempt on the part of the Union to certify all Grievance Committeemen as members of the Plant-Union Committee on Job Classifications did not constitute compliance with the clear and unambiguous provisions of the Collective Bargaining Agreement.

The Union contended that it had never asked that there be more than three members of the Committee appointed by the Union. The Union contended that it requested only that the Grievance Committeeman

elected from an area where a job or jobs would be considered by the Classification Committee should be permitted to participate as the third member of the Union Committee during deliberations on that job or jobs. The Union contended that it is asking that the same procedure be followed with respect to Union representation as has been followed for some eighteen years with respect to Company representation. The Union contended that the Company has not followed the clear and unambiguous procedures set forth in the same Article and Section of the Collective Bargaining Agreement since the Company has alternated the three members of the Company's Committee by assigning the analyst (to membership on the Committee) who functioned as the analyst in a particular job classification being considered by the Committee.

The Union contended that a reasonable reading of the provision in question would require that the Company permit the Union to delegate as the third member of the Committee any Grievance Committeeman from the area where a job classification matter would be under consideration.

The issue arising out of the filing of the grievance became the subject matter of this arbitration proceeding.

DISCUSSION

The provision of the Agreement directly applicable in the instant dispute is hereinafter set forth as follows:

"ARTICLE 9 - WAGES

"SECTION 6. DESCRIPTION AND CLASSIFICATION OF NEW OR CHANGED JOBS.

9.29 "a. In the interest of the effective administration of the job description and classification procedures, as set forth in the Manual, a Plant Union Committee on Job Classification (hereinafter called the Plant Union Committee) consisting of three (3) employees designated by the Union, one (1) of whom shall be chairman, and a corresponding committee of three (3) Management representatives appointed by the Company, one (1) of whom shall be chairman shall be established."

The above cited provision became a part of Collective Bargaining Agreements between the parties in 1962 and has been incorporated in all subsequent Agreements without change or modification.

The parties are in complete agreement concerning the procedures that are to be followed when the contents of a job change to a degree that would require the preparation of a new description and classification. The parties are also in agreement with respect to the procedures that are to be followed when a new job is established necessitating the preparation of a job description and classification.

It is significant to note that base rate grievances can only be initiated by the Chairman of the Plant-Union Committee and from that point forward the grievance takes a completely different route than the procedure followed in the submission of all other types of grievances that may be filed pursuant to the provisions set forth in Article 6 (Adjustment of Complaints and Grievances) of the Collective Bargaining Agreement. It should also be noted that provision is made under Article 9, Section 6, for the submission of proposed descriptions and classifications to the "designated representative of the International Union." There are special provisions designed to cover the procedures to be followed before any disputes concerning base rate grievances can be submitted to the arbitration procedure. The parties agree that Article 9, Section 6, was the product of understandings reached between the parties based upon an effort to resolve the unique type of problems associated with preparation of job descriptions and the evaluations thereof for the purpose of classifying jobs and establishing base rates for those jobs.

There are no significant fact disputes in this case. At the time that the parties negotiated the 1962 Agreement they were concerned with the effective administration of the job description and classification procedures. They were aware of the fact that in order to guard against the development of inequities that could have an unfortunate impact upon the entire wage structure at this plant, it was necessary that those persons charged with the responsibility for the development of descriptions and the classification of jobs should have substantial experience, a well-rounded plant background and a sound technical knowledge of the CWS and the Inland Steel job classification manuals. Approximately 5,000 employees work in jobs that are covered by classifications developed under the CWS manual, and some 14,000 employees work in jobs classified under the Inland Steel manual.

From the very inception of the establishment of the Plant-Union Committee and the Company's Management Committee, the members of both Committees were named by the Company and Union. The Company's Committee consisted of two permanent members with the third member designated as the Job Analyst who prepared the description and proposed classification that would be discussed by both Committees before final agreement could be reached on a proposed description and classification. In all the years that followed (after 1962) the Company continued to name its Committee, consisting of a Chairman, a designated second member, and the third member (in every instance) was the Job Analyst who prepared the proposed description and classification.

The first notice of appointment by the Company on July 25, 1962, addressed to the Union's International representative contained the following footnote:
"As mutually agreed upon by the parties, in its 1962 negotiations the Job Analyst who developed the job under discussion will serve as the third member of the Management Committee."
Thereafter, in every instance in subsequent years when the Company informed the Union of the composition of its Management Committee on job classifications, it invariably included the Chairman, one additional member, and the "Job Analyst who developed the rate."
In the succeeding eighteen years following the conclusion of the 1962 negotiations and the first notice to the Union of the Company's appointment to its Committee, the Union had never protested the assignment of the Job Analyst who prepared the description and classification as the Company's third member. In 1962 there were three Job Analysts performing those functions. Although the number of analysts fluctuated and ranged from two analyst to five analysts, in 1979 at the time of the filing of this grievance there were three analysts at the plant, and any one of the three could have served as the third member conditioned upon the requirement that the Job Analyst member would be the analyst who prepared the description and classification.
There can be no question but that Article 9, Section 6a calls for the appointment of three persons who would serve on the Union Committee and the appointment of three persons who would serve on the Management Committee. A literal reading of that provision would not have permitted the designation of one of several Job Analysts as a floating member of the Company's Committee. By the same token, the literal application of the provision would require that the Union's Committee consist of three "designated" employees rather than two permanent and one floating member. By custom and practice, persons designated by the Union to serve on a Committee of this type have been periodically named and identified in notices from the appropriate Union officers addressed to appropriate Company officials.
The parties are in agreement that in 1962 the parties who were responsible for the negotiation of the language appearing in Article 9, Section 6, agreed that new procedures had to be adopted in order to avoid and reduce the number of base rate grievances that were being submitted to arbitration. The parties were aware of the problems that were arising as a result of differences of opinions with respect to appropriate descriptions and classifications between various Company representatives and Grievance Committeeman serving the area in which the disputed job was physically located.
The procedures adopted by the parties proved to be remarkably effective. Since 1962 every job description that had to be changed and every job description that had to be established as a result of the installation of a new job, went to the Committees and agreement was ultimately reached without the necessity of submitting a single dispute of that nature to the arbitration procedure. Both parties agree that the result was achieved primarily because of the stability created by the establishment of permanent Committees that could view a particular problem in relation to the whole classification structure. The Committees could describe and classify a job free from the pressures of limited departmental considerations.
The Union is asking for what it contends is equality of treatment. It argues that it is important that the Committeeman from the area in which the dispute arises be permitted to express the views of the affected employees based upon the Committeeman's own observations and experience. The Union points to the fact that a Committeeman's input into the deliberations assumes significant importance. The Union contends that since the Company is permitted to utilize a floating member of the Committee, the Union should similarly be permitted to "float" the Grievance Committeeman from the area in which the issue arose as its third member of the Committee.
The Company points to the fact that the administration of the procedures set forth in Article 9, Section 6, has proven to be highly successful only because all newly appointed Union members were trained (as were Company members). The Union members had to devote full time to the administration of the job evaluation program. They attended seminars. They were specially trained in the intricacies of the CWS and Inland Steel manuals, and they had to become familiar with the procedures followed in describing and classifying more than 2,400 jobs in the plant in order that a uniform, consistent, fair and equitable base rate structure could be maintained.
The Union has not always appointed three members to its Committee. In recent years the Union was represented (at most meetings) by the Chairman of the Union's Committee. The Union at all times had the right to appoint three members to the Committee and those three members could participate in Committee deliberations. The language of the Agreement, however, does not provide for a system or procedure whereby one or more members of the Committee could be floating members based upon the appointment of the Grievance Committeemen from geographic areas of the plant in which they functioned.

The Union referred to Arbitrator Cole' s Award No. 613 to support its basic contention in this case. That decision interpreted language in the Agreement concerning the words "designated representative." The fact situation is completely different from the fact situation in this case and the contractual language is different from the applicable language appearing in Article 9, Section 6, of the Collective Bargaining Agreement. The Union also cited the language appearing in Article 9, Section 5, concerning the composition of a Plant-Union Incentive Committee as support for its contention in this case that the presence of the Grievance Committeeman from the area in which the issue arises would be an appropriate person to be designated as one of the Union members of its Committee.

Article 9, Section 5a (Incentive Plans) serves to clearly and unambiguously express the intentions of the parties when they negotiated the language appearing in Article 9, Section 6. The parties negotiated the language appearing in Article 9, Section 5, two years after the inclusion of Article 9, Section 6a. That provision is hereinafter set forth as follows:

"ARTICLE 9 - WAGES

"SECTION 5. INCENTIVE PLANS.

9.12 "a. A Plant Union Incentive Committee consisting of three (3) employees of the plant designated by the Union, one (1) of whom shall be chairman and one (1) of whom shall be the grievance committeeman representing the area in which the incentive involved applies or is to be installed, and a corresponding Incentive Committee of three (3) Management representatives appointed by the Company, one (1) of whom shall be chairman, shall be established. Each party will designate to the other in writing the chairman of its committee."

The above provision was negotiated in 1964, whereas the parties reached agreement on the language appearing in Article 9, Section 6, in 1962. Article 9, Section 5a clearly and unambiguously includes language that specifically provides for the appointment of a Plant-Union Incentive Committee that would include the "grievance committeeman representing the area in which the incentive involved applies or is to be installed ...." It is evident that the parties agreed that it was essential (in the resolution of issues involving the installation of incentives) that the Grievance Committeeman for the area involved should participate in the deliberations that would lead to an agreement on a particular incentive application. The distinction between the inclusion of a Grievance Committeeman as a member of the Committee on an incentive issue and the negotiation of completely different contractual language relating to the composition of the Job Classification Committee, is apparent. It is obvious that the parties planned and agreed upon the difference in contractual language between Section 5a and Section 6a of Article 9 of the Collective Bargaining Agreement.

There is evidence in this record that would indicate that a Grievance Committeeman from the area where a particular job is to be described and classified has the opportunity of providing input. He can enter into discussions with the Management Committee and the Plant-Union Committee and express his views on what should be included in the job description and the impact of the duties of the job on the ultimation evaluation. He can do so at a time when the job is being viewed by the members of the Committee and under the controlled conditions set forth in the Collective Bargaining Agreement. A job incumbent may also be permitted to voice his views and provide some input at the same time that a Committeeman can express his views and his opinions under the controlled procedures set forth in Article 9, Section 6.

The arbitrator will not eliminate a procedure that has been established as a result of a full and complete agreement and understanding between the parties. The initial agreement was reached in 1962 and the parties at that time agreed that the composition of the Company's permanent Committee could be established somewhat differently than the composition of the Union's permanent Committee. The parties obviously had good reason to reach agreement on the distinctions. The history of the administration of the provision over a period of almost eighteen years makes it evident that their initial judgments were sound and proved to be effective.

The Union has a right to name three members to the Committee and it has a right to change the composition of the Committee by appropriate notice to the Company. In the absence of agreement between the parties, however, the appointment of two permanent members to the Committee and a floating third member who would in each instance be the Grievance Committeeman from the respective area in which the job is located, does not constitute compliance with the procedures required to be followed under the contractual language appearing in Article 9, Section 6a, of the Collective Bargaining Agreement.

A change of the nature urged by the Union in this case can only be accomplished by agreement between the parties. That type of change should not be legislated by virtue of an arbitration award.

The Company, therefore, could not be deemed to have violated an applicable provision of the Agreement when it refused to accept the Grievance Committeeman of No. 11 Battery Area 30 as the third designated member of the Base Rate Committee at the time that the Committee was engaged in its deliberations of January 25, 1980.

For the reasons hereinabove set forth, the award will be as follows:

AWARD NO. 694

Grievance No. 30-N-58

The grievance is hereby denied.

/s/ Bert L. Luskin

ARBITRATOR

December 15, 1980