

ARBITRATOR'S AWARD

In the Matter of the Arbitration
Between

United Steelworkers of America and
its Local Union No. 2911

and

ArcelorMittal USA
Weirton, West Virginia

Grievance No. 17SS80215

Case "88-1"

David A. Dilts

Arbitrator

June 19, 2018

APPEARANCES:

For the Union:

Pete S. Vicnic, Attorney at Law

For the Company:

Peter D. Post, Attorney at Law

Hearings in the above captioned matter were conducted on Tuesday, June 12, 2018 at the Holiday Inn, 350 Three Springs Road, Weirton, West Virginia. The parties stipulated that the present matter is properly before the Arbitrator pursuant to Article Five, Section I of their 2015 Basic Labor Agreement. The record in this matter was closed upon completion of the arbitration hearing on June 12, 2018.

ISSUE

Did the Company violate Article Five, Section B of the parties' 2015 Basic Labor Agreement when it relocated Service Technician, Labor Grade 2, to pack and ship full hard coils to the sheet mill without reclassifying the positions as Operating Technician, Labor Grade 3? If so, what is the appropriate remedy?

BACKGROUND

This grievance arises at the Weirton Mill, in Weirton, West Virginia (herein the Company or Employer). At one time the Weirton Mill was a fully integrated steel mill. Due to market conditions and the dumping of foreign steel into U.S. markets the Weirton Steel Mill fell on hard times. The Mill was purchased by National Steel Company, then subsequently by International Steel Group. Finally, ArcelorMittal purchased Weirton from International Steel Group and continued operations in only a portion of the facility. The Weirton plant no longer operated as an integrated steel mill and shut down its steel making capabilities. An outside entity (ArcelorMittal in Cleveland, Ohio) produced steel which was then shipped to Weirton for processing and shipping to end customers. The bargaining unit employees are represented for purposes of collective bargaining by the United Steelworkers and its local union 2911 (herein the Union).

The facts in this case are not in substantial dispute. Because of a congested work area in

the Strip Steel Mill the Company decided to relocated the pack and ship activities for the Double G customer product to the Sheet Mill building. At the time the Sheet Mill building was nearly abandoned and had more than ample room to accommodate the activities for the product for the Double G customer. The statement of facts, contained in the minutes of third step grievance meeting (Joint exhibit 2) are:

F. Statement of Facts

ArcelorMittal Weirton began rolling product (full hard) for a new customer, Double G, in January of 2014. There were a group of Finishing Shipping employees, being paid Job Class 2, who were responsible for unloading hot bands from rail cars, and this activity was conducted in an adjacent building to the pickler (Strip Steel Proper). This same group of employees were now also responsible for packaging and shipping the full hard product. As the tonnages for Double G began to increase, this activity became a bottleneck, because the employees were unloading hot bands, packing full hard coils, and loading these full hard coils for shipment. It was further constrained because there was only one crane in the building which needed to move all coils when needed.

For the above reasons, during October of 2016, packaging and shipping these full hard coils was moved to a different building, solely dedicated to packaging and shipping full hard coils. There was a single crane that could service all the needs. There were two crews of three shipping employees assigned here. There was an attempt to make the crane a remote-controlled crane, operated by one of the shipping employees, but the controller could never operate in a reliable manner, so a crane operator was assigned here to operate the crane from the cab.

During May of 2017, the Union asked for the "job evaluation committee" to convene in meeting about changing the job class for these shippers from a JC2 to a JC3. The discussion that took place was very similar to the positions stated in the Union's and Company's Positions below. The "job evaluation committee" was unable to reach agreement, thus the grievance. There were several discussions that took place thereafter, during which the Company stated it may increase the position to a JC3 if other things should happen (flexibility of moving someone from another LOP to help package coils and restarting a slitter to use as a rewind line for reworking), but none of these things ever came to fruition.

The parties appear, in the main, to agree that these are the facts of the case. What factual differences exist between the parties focus on the work now being done in the Service Technician positions in the Sheet Mill and whether these duties are proper cause for an increase in Labor Grade. Therefore, the dispute between the parties concerns the application of the relevant contract language found in Article Five, Section B and the job descriptions found in Appendix D of the parties 2015 Basic Labor Agreement.

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UNION'S POSITION

The Union asserts that the Service Technicians, Labor Grade 2, changed significantly when the Company moved these employees to the Sheet Mill to work the Double G product. Article Five, Section B, paragraph 3. a. makes clear the circumstances which are relevant in determining whether the subject jobs are "new" or "modified" jobs for purposes of the 2015 Basic Labor Agreement. Article Five, Section B, paragraph 3. a. states: *the requirements of such new or modified job in the areas of training, skill, responsibility, effort and surroundings (Requirements)*. Therefore, these aspects of the job are the matters which must be weighed in determining the appropriate Labor Grade classification of the position.

There is no dispute that the Double G Service Technician jobs have changed substantially since they were moved out of the Strip Steel Mill into the Sheet Mill. Employees are now required to inspect the coils for defects, such as improper edges, wavy edges and damage from transport, whereas they were not doing these inspections when the jobs were in the Strip Steel Mill. This inspection now occurs in a facility in which there is no quality control manager and these employees are the "last line of defense" for quality control. This is a significant increase in responsibility for these employees.

In the Strip Steel Mill there were management employees, including a Quality Control person, (Jim Neal) present and readily available to the Service Technicians. When these grievants were moved to the Sheet Mill there were no supervisory employees assigned there. These grievants, in essence, became self-directed employees responsible for their own operations. It is true that a foreman could be contacted if necessary by phone, but on average this occurred every two weeks or so.

In the Sheet Mill there are no maintenance employees assigned, as was the case in the Strip Steel Mill. The record shows that the grievants are regularly required to make mechanical repairs themselves without support from maintenance mechanics. These employees routinely repair the overhead doors in the Sheet Mill as well as other maintenance activities such as running air hoses to equipment. The lack of heat in this building resulted in air hoses failing frequently and needing replacement. Because of the problems created by no heat in the Sheet Mill it was decided to install furnaces to heat the building and these installation activities fell to the grievants, rather than maintenance personnel from the Strip Steel building.

These employees have had added duties assigned to them concerning the transport of

coils. The Sheet Mill has railroad tracks that are used to load rail cars, and the grievants are the only employees present to do this work. The grievants regularly remove laps, load round top railroad cars, and move bulkheads in railroad cars. In addition there grievants lock out railroad tracks, and put on or replace derailleurs. Much of this is additional work required since the Double G work was moved to the Sheet Mill building.

Finally, there is no doubt that the work for the Double D customer has new surroundings. The grievants were assigned to the Strip Steel Mill where there were maintenance and management personnel, and other work being accomplished. When this customer's work was moved to the old Sheet Mill it was in a facility without other employees and no maintenance or supervisory personnel. The Sheet Mill is three-quarters of a mile away from the Strip Steel Mill. Therefore, the surroundings of the new assignments are different and more challenging than what had been experienced in the Strip Steel Mill.

Clearly, the responsibilities, skills, effort and surroundings are now much different than they had been prior to the move. With the increased requirements of the jobs, the new surroundings and the additional responsibilities the grievants now occupy positions that are more in keeping with a Labor Grade 3 position than the Labor Grade 2. Labor Grade 2 does not mention inspection, but is detailed in the Labor Grade 3 job description. The record clearly shows that there is more maintenance and transportation duties required of the grievant since their move from the Strip Steel Mill.

Therefore, the Union respectfully requests that the Arbitrator find the requirements of these modified jobs are properly classified as a Labor Grade 3 Technician job and so award, with all appropriate back pay and benefits.

COMPANY'S POSITION

The Company contends that since this is a contract interpretation matter the Union bears the burden of proof in this case. The Union alleges that the Company has violated Article Five, Section B of the Basic Labor Agreement and the preponderance of credible evidence does not support this Union contention; and therefore the Arbitrator should deny this grievance in its entirety.

The Company contends that the grievants are performing the same jobs and functions in their current assignment that they were performing in the Strip Steel Proper, just now in a different location. The Service Technician Job Description lists general functions these grievants perform in their current assignment. The Company does not deny that some of the duties have evolved, but are the same functions requiring no more effort, skill or training.

The grievants conduct visual inspections of the coils but other Service Technicians conduct the same types of inspections, and in many units the same class of employees also measure coil widths. Visual inspections performed by the Service Technicians are not metallurgical inspections, but are simple visual inspections for obvious damage or visible imperfections. These inspections were conducted when the grievants were in the Strip Steel Mill and are not duties that differentiate any duties from any other class of employee – this is Service Technician work.

The fact that the grievants are performing certain routine maintenance functions is anticipated in the Service Technician Job Description and are performed by all Service Technicians, not just those in the Sheet Mill. Because these grievants have been assigned to

facility that has been vacant for a period of time and has old equipment, and for a period, no heat, the normal course of events required the grievants to perform maintenance activities that did not require high levels of skill or training. These activities also fail to differentiate the grievants from Labor Grade 2 in the Service Technician classification.

The Company asserts that the difference between the Labor Grade 2 Service Technician and Labor Grade 3 Operating Technician positions are plain from the job descriptions contained in Appendix D of the Basic Labor Agreement. The Operating Technicians responsibilities are in "tasks on producing units" while Service Technicians "support operations of the various producing units." The transfer of the grievants to Sheet Mill have not changed the functions of these employees and their duties remain those of Service Technicians.

The Union takes issue with the fact that the grievants became more self-directed when they left the Strip Steel Mill for the Sheet Mill. Perhaps this is so, but the supervisory and quality manager are only a telephone call away and the supervisor makes daily rounds, which include the Sheet Mill. This increase in self-direction is irrelevant in determining the proper Labor Grade for these jobs.

The Company negotiated for and obtained a reduction in the number of job descriptions and pay grades from roughly 30 to the 5 grades that now exist.¹ For the Union to attempt to expand these grades, contrary to the plain language of the Agreement through the grievance process rather than through negotiations is entirely inappropriate.

Therefore, for all of these reasons it is the Company's position that the record of evidence

¹ The Company has provided the Arbitrator with three prior arbitration awards involving this Company and the Steelworkers which support its position in this case.

does not support the Union's claims and this grievance should be denied, in its entirety, as being without merit.

ARBITRATOR'S OPINION

The events that gave rise to grievance 17SS80215 are not in substantial dispute between these parties. The subject work for the Double G customer was moved from the Strip Steel Mill to the Sheet Mill during October of 2016. The employees assigned to the subject work of this grievance are classified by the Company as Service Technicians, Labor Grade 2. The causes and details of that move are not in contention here. What is in contention is whether the duties assigned to the grievant Service Technicians in the Sheet Mill constitute a new or modified job for purposes of Article Five, Section B of the 2015 Basic Labor Agreement.

The Union claims that the jobs, once moved to the Sheet Mill, became modified jobs with elements of Operating Technician functions, while the Company claims otherwise. The Job Descriptions upon which the parties rely in these proceedings are found in Appendix D of the Basic Labor Agreement (Joint exhibit 1, p. 143). The two relevant job descriptions are Operating Technician, Labor Grade 3 and Service Technician, Labor Grade 2 which state respectively:

**Position Title: Operating Technician
Labor Grade 3**

Operates and assists Senior Operating Technician and other crew members in tasks on producing units necessary to assure maximum production, quality, inspection and maintenance of material and equipment. Performs specialized

functions, including highly skilled crane operations which are integral to the operating unit. Performs and assists in maintenance tasks as directed by Senior Operating Technicians and Maintenance Technicians as required.

Position Title: Service Technician
Labor Grade 2

Performs all work which support operations of the various producing units. Operates material handling equipment, overhead electric cranes and tractors (various sizes and types) and direct the flow of material to be processed to and from producing units and performs functions necessary to support operations. Works with materials and equipment necessary to transport and process product and materials. Performs and assists in maintenance tasks as directed by Senior Operating Technicians and Maintenance Technicians as required.

Article Five, Section B. (New or Changed Jobs) is the contract language cited by the Union that the Company is alleged to have violated by adding functions to the Service Technician jobs that were transferred to the Sheet Mill. Article Five, Section B states (Joint exhibit 1, p. 38):

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.

The parties respective contentions were framed within the language of Article Five, Section B and were focused on the jobs descriptions of Operating Technician (Labor Grade 3) and Service Technician (Labor Grade 2). In addition, the Company entered three prior arbitration awards which it claims are instructive with respect to the issue before this Arbitrator.²

The record of evidence shows that the Service Technician positions in the Sheet Mill were discussed by the Job Evaluation Committee; however, the Committee process appears to have been initiated at the request of the Union rather than a proposal by the Company. The Company agrees that it did not propose a request for a job modification or new job. It appears to this Arbitrator that the matter was submitted to the Committee in the give and take of collective

² Arbitrator Bethel, March 13, 2010 USW 6787 and ArcelorMittal USA Burns Harbor, Case No. 36; Arbitrator Buchheit, June 2, 2006 USW 1165 and Mittal Steel USA Coatesville and Arbitrator Dilts, May 25, 2012, ArcelorMittal USA Cleveland, Ohio, Case No. 0211.

bargaining and contract administration. Nothing in this contract bars the parties from such submission and discussions, but neither does such discussion bind the parties to finding a new or modified job exists.

Further, the record shows that the parties were unable to reach a mutual understanding concerning the resolution of the issues contained in this record. In fact, the inability to find a mutually satisfactory resolution was the trigger for this grievance.

The prior arbitrator awards presented at hearing by the Employer have a single underlying theme, that is whether the job functions of the subject position correlate with a the functions of a job assigned a higher pay grade. All three prior awards found that Article Five, Section B either did not apply or was not violated by the subject job and attendant duties assigned to it. The Union describes the core duties being added in the "new or modified" position in this matter as:

1. A new building the Sheet Mill (with no supervisory or maintenance personnel) which was 3/4 miles from the Strip Steel Mill – hence new surroundings;
2. Additional maintenance duties that were not previously required (installing heating furnaces, air hoses, repairing door);
3. Additional transport responsibilities concerning rail cars, lock out, and derailleurs; and
4. Additional inspection requirements.

Clearly, the Double G product was moved from the Strip Steel Mill to the Sheet Mill, however, it is clear that it is the change in job requirements that result from the new environment that is critical in the determination of whether a new or modified job exists and if so is deserving of a higher pay rate (consistent with the reasoning of Arbitrator Bethel in the Burns Harbor matter). The Union takes issue with the fact that supervision and quality control managers are not stationed in the Sheet Mill. The testimony of John Stubna was that when he was responsible

for the Sheet Mill he made rounds and routinely visited the area (generally everyday) and was always available by telephone should his authority be required. It was also his unrebutted testimony that in his experience the same was true of the quality manager. The Union's claim that the new location added to the Service Technician being more self-directed has some merit. In careful consideration of this aspect of the position once moved to the Sheet Mill the preponderance of the evidence is not persuasive that this alone is sufficient to warrant a finding that the Service Technician job description and pay grade do not apply. Supervision and quality control management is still available and requires little more than a phone call.

In further examination of the job description for Service Technician it is equally clear that the job requires: "*Works with materials and equipment necessary to transport and process product and materials.*" The rubric of this requirement is sufficient to persuade this Arbitrator that the duties cited by the Union concerning rail cars, derailleurs and lock outs is consistent with this work being properly included in the Service Technician position. The subject work is directly and unambiguously identified in the Service Technician, Labor Grade 2 job description.³

A Service Technician "*Performs and assists in maintenance tasks as directed by Senior Operating Technicians and Maintenance Technicians as required.*" Again, the Service Technician job description reasonably includes the maintenance activities proffered by the Union. The installation of air hoses and repairing of the overhead doors is not highly skilled mechanical work, nor does it require training beyond generally applicable aptitude and basic knowledge. The furnace installation may have required more skill or knowledge, but no

³ Consistent with the award in the Coatesville and Cleveland cases these duties are identified as properly classified as Labor Grade 2.

persuasive evidence was presented to demonstrate that general knowledge and aptitude were insufficient to accomplish this task. Therefore, this Arbitrator is not persuaded that these duties require an upgrading of the Service Technician position in the Sheet Mill on this basis alone.⁴

Finally, the issue of inspection of the coils is not specifically mentioned in the Service Technician job description and inspection is found in the Operating Technician job description. At first blush, it appears that the Union's contention may have merit. However, the Company contends that the inspection that is performed by the Service Technicians was also performed in the Strip Steel Mill and is a simple visual inspection of the coil for clearly visible defects and damage. That this visual sighting of damage and defects is not skilled work, nor does it require specialized knowledge as would a metallurgical inspection. It is the Company's position that while perhaps requiring some minimally more effort and responsibility it is work that is consistent with the other duties of Service Technician. Therefore the Company would have the Arbitrator find that this low level of inspection is consistent with a Service Technician *"Performs all work which support operations of the various producing units."* The Employer's interpretation is not unreasonable and while more has been required as argued by the Union, this alone does not justify a change in job description or pay grade. Without an increase in skill, training, or significant effort this Arbitrator cannot find a core increase in duties that is reasonably the basis for reclassification of Labor Grade.⁵

The Company contends that it bargained for a reduction in the number of pay grades and job descriptions, and that bargain is memorialized in the Basic Labor Agreement. The language

⁴ Ibid.

⁵ Again, see Arbitrator Bethel's award in the Burns Harbor matter.

of Article Five Section B makes clear the standards to be applied by the Arbitrator if he is to find a new or modified job exists and Paragraph 6 states: "*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.*" The parties made their arguments and presented evidence concerning the Operating Technician, Labor Grade 3 and Service Technician Labor Grade 2 job descriptions. In comparison of these two job descriptions to duties performed at present in the Sheet Mill positions this Arbitrator is persuaded that, in the main, the subject positions conform almost entirely with the Service Technician Labor Grade 2 position.⁶

The Union is correct in noting that there is more self-directing by these employees, and that results from their movement from the Strip Steel Mill to the Sheet Mill. It is also more likely that these Service Technicians have more duties with respect to the rail cars in the Sheet Mill, but clearly the job description for the Service Technicians anticipates those increased job duties. It is also likely there are differences in the maintenance duties required of the grievants, but again, the job description of the Service Technician anticipates such additional duties and is not evidence that move these duties outside the realm of that job description. While the Operating Technician job description identifies inspection, and the Service Technician job description does not, the visual inspection for obvious damage and defects is not something for which a specialized knowledge is necessary. Any effort required in such an inspection is *de minimus* and there is no evidence to suggest that there is an increase in responsibility which is

⁶ See pp.10-11 in the Cleveland, Ohio award by this Arbitrator. The duties in the Sheet Mill are much the same as the Service Technician job description and correlate with those duties done while at the Strip Steel Mill.

enforced by the Company – in fact, the Company, at hearing, claimed that these employees are not the responsible authority for the results of such inspection.

Another line of argument was followed by the Company in defense of its position in this case. The Company contends that the Operating Technician position narrowly focuses on duties associated with actual production, while the Service Technician position narrowly focuses on support activities, i.e., transportation etc. The simple truth of the matter is that the job descriptions for the Labor Grade 3 and Labor Grade 2 positions are not ambiguous. This Arbitrator is persuaded that these job descriptions do focus on “producing units” and “support” which corroborates the above interpretation and application to the subject work performed in the Sheet Mill by these grievants. Without clear evidence of changes in the job functions which require a higher labor grade, this Arbitrator is persuaded that this Company position accurately describes the respective job descriptions.

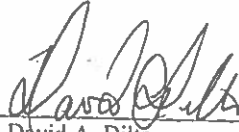
CONCLUSION

The Union bears the burden of proof to demonstrate that the current Service Technician duties in the Sheet Mill have been upgraded to such an extent as to warrant a new or modified job description and higher pay grade. The focus of comparison was with the Operating Technician and the correlation of the subject duties is far higher with the Service Technician job description than the Operating Technician. This is consistent with the reasoning found in the three prior arbitration awards entered into this record. Therefore, this Arbitrator has little alternative save to deny this grievance as being without merit.

AWARD

The grievance is denied in its entirety as being without merit.

At Fort Wayne, Indiana
June 19, 2018



David A. Dilts
Arbitrator