

ARBITRATION

Inland Steel Company	:	Arbitration No. #146
	:	
and	:	Grievance No. 17-E-17
	:	
United Steelworkers of America	:	Tin Plate Department
Local 1010	:	

The Submission to Arbitration.

According to the provisions of Article VIII, Section 2, Step 4 of the parties' current Agreement, the Arbitrator was jointly selected to hear and decide the above-named grievance. The hearing was held at the Company's offices, Indiana Harbor, Indiana, February 23, 1956. The following appearances were made:

On behalf of the Union --

Mr. Cecil Clifton, International Staff Representative
Mr. Fred Gardner, Chairman, Grievance Committee
Mr. Joseph Wolanin, Secretary, Grievance Committee
Mr. Walter Szpiech, Assistant Grievance Committeeman
Mr. William Chanall, Grievance Committeeman, and
the following aggrieved employees:
Messrs. John Simon, John Demo and Alexander Williams

On behalf of the Company --

Mr. W. T. Hensey, Jr., Assistant Superintendent, Labor Relations
Mr. W. J. Walsh, Superintendent, Tin Plate Department
Mr. L. E. Davidson, Supervisor, Flat Products, Industrial
Engineering Department

The matter was presented through prepared briefs read for the record and in oral rebuttal. The Company requested permission to file a post-hearing statement following receipt of the transcript. This permission was granted and the Union allowed a suitable time to file rebuttal. The post-hearing statement was received March 20, 1956. No further communication having been received from the Union, the record was closed April 3, 1956.

THE GRIEVANCE

The question to be decided in the subject grievance, 17-E-17, Tin Plate Department, filed December 6, 1954, is whether or not the Company complied with the provisions of Article VII, Section 3, of the July 1, 1954 Collective Bargaining Agreement in establishing the new Electrolytic Cleaning Line occupations (Operator, Welder Operator, Feeder, and Weigher) in a single line, multi-job Electrolytic Cleaning Line Sequence, instead of establishing these new occupations in the existing Black Plate Sequence in which the Coil Washer Tension Reel Operator, Stitcher Operator and Feeder occupations are established. (Joint submission letter of February 7, 1956.)

Article VII, Section 3, provides as follows:

- 1 "Seniority Sequences. Within a reasonable time after the signing of this Agreement, but not later than ninety (90) days, the various jobs in the bargaining unit within each department shall be arranged by the Company into definite promotional sequences in accord with logical work relationships, supervisory groupings and geographic locations, and such sequences shall be set up in diagram form. It shall be a specific objective to establish such promotional sequences, insofar as possible, in such manner that each sequence step will provide opportunity for employees to become acquainted with and to prepare themselves for the requirements of the job above. The arrangement of occupations within a promotional sequence shall be in ascending order of total average earnings on the jobs concerned, and any permanent change in such earnings shall be the basis for realignment of the jobs within the sequence. Where job earnings are approximately equal, the job generally regarded as most closely related to the next higher job shall be the higher in the sequence arrangement.

"The promotional sequence diagrams, together with a list of the employees in the sequence and their relative relationship therein, shall be given to the grievance committeeman for the department involved within said ninety (90) day period, and such grievance committeeman shall confer with the Company regarding any changes therein he deems necessary or desirable. The diagrams and lists proposed by the Company shall be posted upon the bulletin boards in the department involved. Such diagrams and lists shall take effect at the time of posting, subject to being revised under the grievance procedure of Article VIII hereof, beginning with Step 2.

"The diagram lists of employee relationships shall be posted and shall be kept up-to-date by the departmental management. Where a permanent change in the relationship of jobs in a sequence takes place or new jobs are installed, the sequence diagrams and lists referred to in this Section shall be revised under the principles set forth above."

FACTUAL BACKGROUND

On November 26, and again on November 30, 1954, the parties met to discuss the establishment of a new Electrolytic Cleaning Line in a single line multi-job sequence, stemming from the departmental labor pool. The grievance committeeman raised objections on the ground that the jobs in the new line were essentially the same as jobs in the Black Plate Sequence and should be made a part of that forked sequence. (See Union Exhibits 3 and 4.)

On December 13, 1954 the Company installed the new Electrolytic Cleaning Line, to be manned by four Operators (Company Exhibit "A"). It was the contention of the Company that this was to be done in accordance with the provisions of Article VII, Section 3, of the parties' 1954 Agreement. This unit was fully manned and became operative January 24, 1955.

The grievance committeeman was advised as to the new occupational descriptions and classifications and these were made effective under the provisions of Article V, Section 6 of the Agreement, the language of which follows:

"Section 6. Description and Classification of New or Changed Jobs. The job description and classification for each job as agreed upon under the provisions of the Wage Rate Inequity Agreement of June 30, 1947, and the Supplemental Agreement relating to Mechanical and Maintenance Occupations, dated August 4, 1949, shall continue in effect unless (1) the Company changes the job content (requirements of the job as to training, skill, responsibility, effort or working conditions) so as to change the classification of such job under the Standard Base Rate Wage Scale or (2) the description and classification is changed by mutual agreement between the Company and the Union.

"When and if, from time to time, the Company at its discretion establishes a new job or changes the job content of an existing job (requirements of the job as to training, skill, responsibility, effort or working conditions) so as to change the classification of such job under the Wage Rate Inequity Agreement of June 30, 1947, as amended and supplemented, a new job description and classification for the new or changed job shall be established in accordance with the following procedure:

- A. The Company will develop a description and classification of the job in accordance with the provisions of the aforesaid Wage Rate Inequity Agreement.
- B. The proposed description and classification will be submitted to the grievance committee of the Union for approval.

C. If the Company and the Grievance Committee are unable to agree upon the description and classification, the Company shall install the proposed classification and such description and classification shall apply in accordance with the provisions of the aforesaid Wage Rate Inequity Agreement, subject to the provisions of Sub-paragraph D. below.

D. The employee or employees affected may at any time within thirty (30) days from the date such classification is installed, file a grievance alleging that the job is improperly classified under the procedures of the aforesaid Wage Rate Inequity Agreement. Such grievance shall be processed under the grievance procedure set forth in Article VIII of this Agreement and Section 9 of this Article. If the grievance be submitted to arbitration, the arbitrator shall decide the question of conformity to the provisions of the aforesaid Wage Rate Inequity Agreement, and the decision of the arbitrator shall be effective as of the date when the disputed job description and classification was put into effect.

E. Where the Company establishes a new job or changes the job content of an existing job and does not submit a new or revised job description and classification as provided in subparagraph B above, it may, by notifying the Grievance Committeeman in writing, install an interim rate. The Company shall, as soon as reasonably practicable after the installation of such interim rate, but within sixty (60) days, follow the applicable procedure set forth in subparagraphs A through D above for establishing a job description and classification for such job; it being understood that the job description and classification resulting from such procedure shall be applied retroactive to the date of installation of such interim rate but shall not be so applied where such application would reduce the employee's earnings below those resulting from the interim rate for the period between the date of installation of such rate and the date the job description and classification for such job is finally determined.

F. In the event the Company does not develop a new description and classification, the employee or employees affected may process a grievance under the grievance procedure set forth in Article VIII of this Agreement and Section 9 of this Article requesting that a job Description and Classification be developed and installed in accordance with the applicable provisions of the aforesaid Wage Rate Inequity Agreement and if processed to arbitration the decision of the arbitrator shall be effective as of the date the new description and classification should have been into effect but in no event more than thirty (30) days prior to the filing of the written grievance."

The Union protested the Company's announced plan of establishing the New No. 1 Electrolytic Cleaning Line occupations as a new and separate sequence during the discussions on November 26 and 30, 1954. And on December 6, 1954 Grievance 17-E-17 was filed (Union Exhibit 1). In this the Union contended that by not including the new Electrolytic Cleaning Line occupations in the

Black Plate Sequence in which the Coil Washer occupations were established, the Company had violated Article VII, Section 3. The grievance was processed through the Second and Third Steps of the grievance procedure and the matter is now before the Arbitrator in accordance with the provisions of Article VIII, Section 2, Step 4, and Article VII, Section 3, Paragraph 97 of the parties' 1954 Agreement.

The Position of the Parties

The Union, as stated above, contends that the new No. 1 Electrolytic Cleaning Line occupations should be included in the Black Plate sequence in which the Coil Washer occupations are established. The new single line sequence, as established by the Company, has only four jobs stemming from the departmental labor pool. Since these jobs are comparable to some of the higher rated occupations in the Black Plate Sequence and since the latter have a "cushion" of some twelve auxiliary occupations between them and the labor pool, the men in the Black Plate Sequence are more favorably situated as to seniority rights than those of comparable skill, ability and length of service in the new Electrolytic Cleaning Line. In short, without the twelve lower rated occupations below them, the men in the four occupations in the new Electrolytic Cleaning Line have no place to go in a force reduction except back to the labor pool. This abrupt drop in status might occur for men with many years of service in the plant. If made a part of the Black Plate Line, where the Union contends there are already comparable jobs, these men would have their seniority rights protected in a way that they are not in the new Electrolytic Cleaning Line.

While the Union admits that there are some variations in the details of the occupations on the new line from those on the old Black Plate Sequence, these are minor and not too significant. According to the Union, there is more comparison than contrast in the occupations in both lines. The washers on the old line were

used to make the test runs on the new line. The same supervisor was used in making these test runs as was used on the old line (Tr. 80-82).

It is contended that the Company does not have the unilateral right to create such new sequences. It has failed to point to any language in the Agreement which gives it that right, the Union contends (Tr. 79). And the Arbitrator is asked to grant the relief sought by directing the Company to include the occupations on the new Washer unit into the Washer branch of the Black Plate Sequence (Tr. 82).

The Company's Position

The Company contends that Article IV, Section 1, of the Agreement provides the Company with authority to install the new No. 1 Electrolytic Cleaning Line.

"ARTICLE IV Plant Management

"Section 1. Except as limited by the provisions of this agreement, the management of the plants and the direction of the working forces, including the right to direct, plan and control plant operations, to hire, recall, transfer, promote, demote, suspend for cause, discipline and discharge employees for cause, to lay off employees because of lack of work or for other legitimate reasons, to introduce new and improved methods or facilities, and to change existing methods or facilities, and to manage the properties in the traditional manner are vested exclusively in the Company, provided, however, that in the exercise of such functions the Company shall not discriminate against employees because of membership in or legitimate activity on behalf of the Union."

Further, Article V, Section 6, quoted above, was followed in setting up this new line. Also, the diagraming was done for sequential seniority as provided in Article VII, Section 3, of the Agreement. And the Company insists that all of the criteria mentioned in Article VII, Section 3, have been complied with. Therefore, the Company denies the Union's allegation that there was a violation of Article VII, Section 3.

Discussion and Conclusion

The Union contends that there is no specific language in the Agreement authorizing the Company to unilaterally set up the No. 1 Electrolytic Cleaning

Line Sequence as was done. But the Company points to the Management Clause (Article IV) which reserves all managerial authority not specifically prohibited, and contends that it is the Company's responsibility to set up such new sequential lines when there are new and changed operations. There is nothing in the Agreement which prohibits this.

Our attention is called to the opening sentence of Article VII, Section 3, which specifies that the promotional sequence diagrams in the several departments will be published within 90 days after the adoption of the Agreement. Such was not done in this instance. However, being a new operation, this line was not yet established when the Agreement was signed. Clearly the first sentence of Article VII, Section 3, applies to existing departments and the promotional sequences on current operations. We do not believe that this precludes the possibility of setting up other lines at a later time when new operations are added or changes in operations effectuated.

The Union also questions whether there was "a permanent change in the relationship of jobs in a sequence" which should justify the action taken. Admittedly there was some change in the operations. According to the Union's testimony in connection with its exhibits 5, 5A, 5B, and 5C, and 6 6A, 6B, and 6C, there are numerous points of comparison in the job descriptions, established in the old Electrolytic Coil Washer operations in January 1946, and the new Electrolytic Cleaning Line operations set forth in job descriptions in October 1954. But there are also several points at which the two sets of job descriptions differ. It is therefore difficult for us to conclude that these facts alone should be controlling in the present dispute.

We turn next to the more important requirements of Article VII, Section 3: the criteria to be observed in setting up the promotional sequence lines. To what extent were these observed in the instant case? The Company claims to have strictly observed all of these criteria. The Union does not agree in all cases.

The concluding sentence in Section 3 provides that, "Where a permanent change in the relationship of jobs in a sequence takes place or new jobs are installed, the sequence diagrams and lists referred to in this Section shall be revised under the principles set forth above."

The following criteria are set forth in the preceding paragraphs:

1. Logical work relationships
2. Supervisory groupings
3. Geographical location
4. Opportunity for training for next occupation, and
5. Ascending order of average earnings.

According to the Company's contention (Tr. 111-117), these criteria have been complied with. The occupations in the line are, from top to bottom, Operator, Welder Operator, and Feeder, with one auxiliary position between these three occupations and the labor pool, that of Weigher. There can be no question as to the logical relationship. While the Union argues with sincerity that these jobs could be equally logically fitted into the Black Plate Sequence, we cannot conclude that the arrangement which the Company has introduced in the new line is in violation of this criterion.

With respect to supervisory groupings, the parties are also somewhat in dispute. The Union contends that there is no real reason why this line should not be under the same supervisor as that of the Black Plate Sequence, but according to the Company's contention, there are two divisions in the Tin Plate Department. One of these is under the General Anneal and Cleaning Foreman, and the other under the General Black Plate Foreman. This has a close relation to the next criterion, that of geographical location. While Company Exhibit B illustrates a marked difference in locations between these two operations, the Union points out that there are other aspects of the plant's operations, such as the open hearth furnaces, which cover even larger areas in a single supervisory unit than is covered by both of those here involved, and these are treated as meeting both the criteria of supervisory grouping and geographical location.

We appreciate the force of the Union's argument on this point. The Arbitrator was taken through the plant to see the areas in question. As an outsider it is difficult to decide how important these factors are. But it is clear that in setting up this new Electrolytic Cleaning Line Sequence, the Company did observe both the geographical factor and that of supervisory groupings. There is no basis for holding that Section 3 has been violated in this regard.

Nor is there any evidence in the record to sustain any claim that criteria 4 and 5 have not been complied with. There is opportunity for training for the next occupation; and the arrangement with respect to "ascending order of average earnings" does not seem to be questioned. This being the case, it is difficult to conclude that the Company has actually violated Article VII, Section 3.

The Union has made one criticism of this new sequential arrangement which has merit. It points out that under this plan a man with much seniority could shortly find himself dropped into the labor pool. While we agree that this could happen (and this is an adequate reason for the Union's objection to the plan), we cannot conclude that there has been a violation of Article VII, Section 3. The solution to this problem must be found in some other way.

A W A R D

The provisions of Article VII, Section 3 of the July 1, 1954 Collective Bargaining Agreement were complied with in establishing the new Electrolytic Cleaning Line occupations (Operator, Welder Operator, Feeder, and Weigher) in a single line multi-job Electrolytic Cleaning Line Sequence instead of establishing these new occupations in the existing Black Plate Sequence.

JOHN DAY LARKIN,
ARBITRATOR

Chicago, Illinois
May 18, 1956