Award No. 815
IN THE MATTER OF ARBITRATION
Between
INLAND STEEL COMPANY
Indiana Harbor Works
and
UNITED STEELWORKERS OF AMERICA
Local Union No. 1010
Grievance Nos. 4-S-49, and 4-S-54
Arbitrator: Clare B. McDermott
Opinion and Award
October 11, 1990
Subject: Local Working Condition--Crew Size--Claimed Improper Transfer of Work Across Seniority Sequence Lines.
Statement of the Grievances:
4-S-49 "The Company stopped scheduling conductors beginning on 6/12.
"Relief Sought Restore practice of scheduling conductors and pay all monies lost.
"Violation is Claimed of Article 2, Section 2, Article 3, Section 1, and Article 13, Sections 3 and 6."
4-S-54 "During the reline of #60 furnace the weeks of 4/10/88 and 4/17/88, the Company scheduled engines without a full crew of R.C. Operator and Conductor.
"Relief Sought Restore practice of scheduling a Conductor with the engine and pay all monies lost.
"Violation is Claimed of Article 2, Section 2, Article 3, Section 1, and Article 13, Sections 3 and 6."
Agreement Provisions Involved: Article 2, Section 2-d, and Article 13, Sections 3, 4, and 6 of the August 1, 1986 Agreement.
Statement of the Award: The grievances are denied.

Chronology

Grievance Filed:	11-30-88 (4-S-49)
	1-18-89 (4-S-54)
Step 3 Hearing:	6-21-89
Step 3 Minutes:	10-12-89
Step 4 Appeal:	10-17-89
Step 4 Hearing:	10-18-89
Step 4 Minutes:	10-18-89
Appealed to Arbitration:	10-17-89
Arbitration Hearing:	11-15-89

Appearances
Company
R. V. Cayia -- Arbitration Coordinator, Union Relations
J. Grattan -- Section Manager, No. 4 BOF Dept.
E. Morrison -- Supervisor Ingot Services, Heavy Products & Plate Manufacturing
K. Rajski -- Pit Supervisor, No. 4 BOF Dept.
J. Spear -- Sr. Representative, Union Relations
G. Noel -- Resident Industrial Engineer, No. 4 BOF Dept.
Union
J. Robinson -- Arbitration Coordinator
Jim O'Donohue -- Asst. Griever
Isiah Henderson
Steve Belinsky
Diego Velazquez
BACKGROUND
These grievances from the Switching Seniority Sequence at No. 4 BOF of Indiana Harbor Works claim violation of Article 2, Section 2, Articles 3 and 13, Sections 3 and 6 of the August 1, 1986 Agreement in Management's no longer assigning a Conductor on the Pit engines.
There are three separate activities that require engine service in this general area: (1) the Pit; (2) the Stripper; and (3) the Mold Yard. The discontinuance of Conductors formerly assigned to the two engines servicing the Pit is the only Company action at issue here.

Prior to 1983, engine service at the Pit was performed by a Conductor, an Engineer, and a Switchman. The Conductor was in charge of the operation. The Engineer job is in the Transportation Department. The Conductor and Switchman were in the different Switching Sequence. In 1983, radio-controlled engines were introduced, which brought about a change in job title and duties for the Engineer, which thereafter was called a Radio Control Operator (now Train Operator), and it led also to elimination of the Switchman job. Thus, from 1983 the Pit-engine crews were made up of a Conductor and a Radio Control Operator. During two weeks in April of 1988 the Company says it conducted a trial, in that it scheduled no Conductor on the Pit engines then. Following those two weeks, the Conductor was restored and was scheduled until the week of June 12, 1988, when the job was removed from the Pit-Engine schedule and has not been restored. The crews on the other two engines servicing the Stripper and the Mold Yard engines were not changed.

These two grievances followed, with Grievance 4-S-49 filed in November of 1988 and challenging the June-1988 permanent removal of the Conductor and Grievance 4-S-54 filed in January of 1989, protesting the April-1988 two-week absence of the Conductor.

Before the disputed removal of Conductors, the No. 4 BOF Pit engines had a complement of two Conductors and two Radio Control Operators per turn each servicing one of the two engines assigned on a twenty-one-turn, per-week basis. After that, each Pit engine had only the Radio Control Operator.

The Union contends the two-job complement for Pit engines constituted an Article 2, Section 2 local working condition and that nothing of significance occurred which could have justified the Company's eliminating it. Secondly, the Union alleges violation of Article 13, Sections 3 and 6, in what it sees as improper transfer of Conductor duties to Radio Control Operators in another seniority sequence in Transportation, and to the Pitman job, in the Pit Seniority Sequence.

The Primary Function of the Conductor at No. 4 BOF is to direct the switching crew to position, transfer, or switch ingot and rail cars, and its Typical Duties include the switching and movement of empty and loaded ingot and rail cars over any part of the No. 4 BOF rail system, interconnecting the mold yard, pouring platforms, stripper, scrap yard, rolling mills, car-repair yard, No. 4 BOF, and such places.

The Company says that the main support for its action was that idle time for Pit engine crews had increased because of the drop in demand for ingot steel and the increase in demand for cast steel. In 1980, Pit heats producing for ingots averaged over seven per turn. Just prior to June of 1988, when the Conductor was eliminated from Pit-engine crews, there were about three and one-half Pit heats per turn, and cast-steel production had gone up from 66 to 75 percent. Heats per turn for Caster production increased from just over five in 1980 to over seven by June of 1988. The Company says here that it will be out of the ingot-production business by late 1990 or early 1991.

With reduction in ingot production, the Company says there was less need for expedient and rapid ingot delivery, that is, that there was more time in which to make the necessary delivery of fewer ingot cars to the Stripper. There used to be three engines operating up and down this same rail system, but now there is only one delivering ingots to the Stripper.

The Company urges also that there were relevant changes in the method and routes of ingot delivery, both of which contributed further to increased Pit-engine idle time. In the past, the engine would pull the drag of ingot cars from the Pit to a track area northwest of No. 4 BOF/No. 3 OH, called the Diamond, uncouple, run around, recouple and push the drag into the Stripper.

The new procedure has the engine pulling the drag for the entire trip or, in the alternative, either of two Pit engines pull the heats from the Pit and place them on the storage track, and an engine at the Stripper pulls them from there to the Stripper. Since nearly all movements now are made by the engine's pulling the drags, there is no need, as in a pushing movement, for a Conductor to be out in front of the drag, and the Radio Control Operator operating the engine at the back. Now the Radio Control Operator can run the engine from the front of the drag and at the same time act as safety man and do the necessary coupling, uncoupling, and switching, as well. Those duties had been shared by the Conductor and the Radio Control Operator in the past. This method also calls for less coupling, uncoupling, and switching.

Relevant safety rules require that there be a person at the head of the drag. That could be done by having one employee, a Conductor or a Radio Control Operator in the past, accompanying the train and walking at its head when moving forward and walking from one end to the other as it changed direction in order to be at the back for a pushing movement, or by assigning two persons, one to stay at the head and one to stay at the tail of the train. The operation moved more quickly with two men and, since speedy ingot delivery was very significant in times of higher ingot production, two men were assigned. With nearly all movements now made by pulling the train, the Radio Control Operator at the head of the drag satisfies the safety rule.

Ingot Delivery Foreman Morrison said that about 95 percent of the movements now can be made by pulling, whereas hardly any pulling was able to be done in the past.

The Company contends that those two changes so reduced Pit-engine work as to justify its elimination of the Conductor. Some residual Conductor work was left, however, and it was assigned to the Pitman job in the Pouring Seniority Sequence of No. 4 BOF. The Pitman description always has stated in its Typical Duties that the job "Couples and uncouples drags and throws switches as directed." The Company thus sees no violation of the Agreement in its requiring the Pitman to do what its description always said it would. The Union points out, however, and it is agreed, that, although stated in its description, the Pitman job never did that work.

The Union does not dispute the facts of the two main changes mentioned by the Company as supporting its no longer assigning a Conductor to the Pit engines, but it argues that there is no showing in that of a decrease in Conductor workload.

The Union stresses also that the Company's having the Pitman job, in the Pouring Seniority Sequence, perform some coupling, uncoupling, signaling, and turning on and off the siren at the Pit has transferred Conductor work from the Switching Seniority Sequence across seniority-sequence lines to other sequences, allegedly in violation of Article 13.

The Company contends that its proper Management action under Article 3 has reduced Conductor work and, therefore, changed the basis of the old crew-size local working condition under Article 2, Section 2, so as to warrant its changing or eliminating the local working condition.

Management argues also that it is not accurate to speak of a transfer of Conductor work to the Pitman and the Radio Control Operator job, since both of those jobs always listed most of those duties in their descriptions and since the Radio Control Operator actually had performed coupling and uncoupling work and switching, as well as protecting the head of the drag while operating the engine. Management thus argues that there were overlappings between the duties of the Conductor, on the one hand, and the Pitman and Radio Control Operator, on the other. Performance by the Conductor has ceased, and the other two jobs simply have continued what always was stated in their descriptions and what was done by the Radio Control Operator.

The Company stresses that there is no claim here that elimination of the Conductor has had any adverse impact on employee safety or workload.

The Company's argument of decreased workload, because of decreased ingot production, relies on what it calls an expedience factor, meaning that, with less ingot production there are fewer drags and that the necessity to move drags of ingot molds between the Pit and the Stripper within a tight delivery schedule has been reduced. The point sought to be made is that there now is more time in which to move fewer drags.

The Company notes that the old Conductor's siren work, coupling and uncoupling, signaling, and switching, now done by the Pitman takes only thirty minutes per turn and, since there are four Pitmen scheduled per turn, the new duties take about seven and one-half minutes per Pitman per turn. There were two Conductors per turn, so that about fifteen minutes of Conductor work per turn now is done by Pitmen.

The Company says that in the past the Conductor would have about one hour's work per heat in delivering ingots from the Pit to the Stripper and returning to the Pit. With ingot heats at about three and one-half per turn in June of 1988, the Conductor had four hours of such work. That was split between the two Pit-engine crews, so that there were approximately two hours of Conductor work on those duties per turn. There were some additional duties, as well, such as moving gondolas, grit pots, and fueling and servicing the engines, which added another thirty or forty minutes of Conductor work, for a total of about two hours and thirty or forty minutes per Conductor per turn.

Management says that another factor was that No. 3 Open Hearth ceased operations in 1986, which contributed further to reduction in engine traffic and congestion on these once busier tracks.

The Company says that the Conductor's duty of directing the engine crew no longer exists since there is no crew to direct. Direction now is from Supervision to the Radio Control Operator, the only remaining job on the engine. Supervision used to direct the Conductor but now direction goes to the Radio Control Operator. The Union feels that is wrong, in that Supervision used to tell the Conductor what the crew should do, and he directed them to do it, but now Supervision tells the Radio Control Operator, and he does it by himself. It is said that "direction" of the crew was part of the Conductor job.

The Union stresses that in setting clean molds at the Pit the drag must be pushed because, if the engine were at the head end and pulling, it would hit the pouring stand. Accordingly, that pushing movement cannot be eliminated. The Conductor used to proceed that drag, and now the Pitman or the Radio Control Operator does that.

Union witnesses said that, while the Pitman couples and uncouples cars at the Pit, so does the Assistant Pit Foreman, who also gives signals to the Radio Control Operator. They said that supervisors did not pull pins in uncoupling cars before the Conductor was removed, except if there were a wreck or a spill.

The Union suggested also that, although there are fewer ingot heats and congested tracks now, some of which resulted from No. 3 Open Hearth's going down, Electric Furnace heats are present now. The Company answered that the Electric Furnace makes ingots only one or two times per week and that they are sent to this Stripper only when No. 4 BOF ingot heats are producing at low levels.

The Company's operating Supervisors were recalled. They had been Assistant Pit Foremen at No. 4 BOF for about one year in one case and eight to ten years in another. Each said that while in that supervisory capacity and before elimination of the Conductor they had coupled and uncoupled cars, given signals to the Radio Control Operator, and thrown switches. They said they did that on every turn and not just in the emergency of a wreck or a spill. They said they had seen Pit Foremen and other Assistant Pit Foremen do all that, as well. When the Conductor had to go to the bathroom, the Assistant Pit Foreman would help out while he was gone by giving signals, switching, and cutting cars.

FINDINGS

Let it be assumed, without so deciding, that a local working condition protected by Article 2, Section 2 had arisen in these circumstances since 1983. It nevertheless would follow that the two changes introduced by Management here would, in these circumstances, justify change or elimination of that local working condition. That resulted from the substantial reduction in the volume of work to be done by the Conductor on the Pit engines, for the reasons urged by the Company. That is clear and, indeed, not seriously disputed. Accordingly, Management's elimination of the Conductors on these two Pit-engine crews did not violate the Agreement.

Two other bargaining unit jobs since have done some of the remaining work that the Conductor used to do. The Radio Control Operator acts as safety protection at the head of the drag, but that job always had done that even when a Conductor was assigned, so that, speaking of kinds of duties, no Conductor work was transferred across seniority-sequence lines when the Radio Control Operator continued to do what it always had done and the Conductor ceased doing that. The same is true of the Radio Control Operator's switching, and coupling and uncoupling. Those duties always were shared by these two jobs, and the Radio control Operator's continuing to perform them after the Conductor stopped doing them was not a prohibited transfer of that work across seniority-sequence lines.

There is a difference as to the Pitman job in the Pouring Seniority Sequence. It did begin to perform signaling, siren duties, coupling and uncoupling, and switching. Its description always has indicated that coupling, uncoupling, and switching were part of that job. Thus, no really serious transfer of duties across seniority-sequence lines took place with movement of those duties to the Pitman. The job did not perform them in the past, but the description, upon which the job classification was based, surely took those duties into account as being part of the Pitman job. It would be a perversion of Article 13, Sections 3 or 6, to hold that these circumstances presented a violation of those provisions. This is especially true in light of the fact that only about thirty minutes of even the greatly reduced Conductor workload (fifteen minutes of each of two Conductors per turn) is done now by the Pitman (seven and one-half minutes by each of four Pitmen per turn). The Pitman's taking on signaling and siren work does not require a different result.

The potential dispute about what Assistant Pit Foremen and Pit Foremen did in the past and what they were doing later was defused by the Union's statement that it brought out that evidence, not to argue a foreman-working position, but only to make it clear that former Conductor duties still had to be done by somebody. Consequently, since no violation of Articles 2 or 13 was established, the grievances will be denied.

AWARD

The grievances are denied.

/s/ Clare B. McDermott

Clare B. McDermott

Arbitrator