

Arbitration Award No. 809
IN THE MATTER OF ARBITRATION
Between
INLAND STEEL COMPANY
Indiana Harbor Works
and
UNITED STEELWORKERS OF AMERICA
Local Union No. 1010
Grievance Nos. 23-S-54, and 23-S-55
Arbitrator: Clare B. McDermott
Opinion and Award
August 23, 1990

Subject: Technological Changes--Elimination of Job Assignments At Several Operations--Transfer of Residual Duties to Jobs in Other Seniority Sequences.

Statement of the Grievances:

23-S-54 "The Company violated the contract when it eliminated the weighers for the 27 and 28 Temper mills while their primary duties were transferred to another occupation and sequence.

"D. Parker and All affected employees #3 C.S. Weighers West #25496.

"Relief Sought The weighers positions for the 27 and 28 Temper mill retain the duties in question, and the weighers sequential employees and other affected employees be paid any monies and benefits lost.

"Violation is Claimed of Article 2, Section 2, Article 4, Section 4, Article 13, Sections 1, 3, 4, 6, 9, and Arbitration Awards #779, #758."

23-S-55 "The Company violated the contract when it eliminated the Finishing Weigher positions at the 63 Shear line, 80 Coil Weld line and the 27 and 28 Temper mills by assigning the duties to other occupations and sequences.

"D. Parker #25496 and all #3 C.S. West Employees.

"Relief Sought The aggrieved employees, both in the sequence and applicants for the sequence, be paid all monies and benefits lost.

"Violation is Claimed of Article 2, Section 2, Article 4, Section 4, Article 13, Sections 1, 3, 4, 6, 9, and Arbitration Awards #758, 779."

Agreement Provisions Involved: Article 13, Sections 3 and 4 of the August 1, 1986 Agreement.

Statement of the Award: The grievances are denied.

Chronology

Grievance Filed:	6-10-88
Step 3 Hearing:	8-09-88
Step 3 Minutes:	1-30-89
Step 4 Appeal:	2-02-89
Step 4 Hearing:	8-10-89
Step 4 Minutes:	8-10-89
Appealed to Arbitration:	8-18-89
Arbitration Hearing:	8-23-89 and 8-24-89

Appearances

Company -- 8/23/89 and 8/24/89

R. V. Cayia -- Arbitration Coordinator, Union Relations

Charles Velgos -- Project Mgr. Cold Rolled & Coated Products, Systems Dept.

Sam Vrehas -- Supervisor, #3 Cold Strip Temper and Finishing

Len Copus -- Project Industrial Engineer, Industrial Engineering Dept.

Ed Richards -- Section Manager Shipping, No. 3 Cold Strip Mill

Joe Grubish -- Section Manager Services, No. 3 Cold Strip Mill

Dale Hesterman -- Staff Engineer, Industrial Engineering Dept.

Kris Kern -- Student Co-op Engineer, Ind. Engineering Dept.

R. B. Castle -- Section Mgr., Union Relations Dept.

Union -- 8/23/89 and 8/24/89

J. Robinson -- Arbitration Coordinator

M. Mezo -- President (8/23 only)

D. Lutes -- Sec. Gr. Comm.

T. Zaborski -- Griever
D. Laurinas -- Witness
D. Hanus -- Witness
R. Gonzalez -- Witness
T. Boudreau -- Witness
L. Lige
Donna Parker -- Witness
Gail Richardson -- Witness
Kathy Robinson -- (8/23 only)

BACKGROUND

These two grievances from No. 3 Cold Strip Mill allege violation of Articles 2, 4, and 13 of the August 1, 1986 Agreement and of Arbitration Award Nos. 758 and 779 in Management's no longer assigning the Job Class 7 Weigher at Nos. 27 and 28 Temper Mills, 63" Shear Line, and 80" Coil Weld Line.

Number 3 Cold Strip is a finishing facility where coils off the 80" Hot Strip Mill are pickled, tandem rolled, annealed, and temper rolled, prior to shipment. Four of its production units are involved here.

Jobs running the No. 27 Temper Mill include a Roller, Coiler, Feeder, and Coil Conditioner. Jobs manning No. 28 Temper Mill are a Roller, Assistant Roller, and a Feeder. Those running the 63" Shear are a Shearman Slitter and a Piler Inspector. Those manning the 80" Coil Weld Line are an Operator and a Coil Conditioner Helper.

An Inspector and such Wrappers as needed are assigned to help service each of those units.

Prior to March of 1988 a Weigher, too, was assigned to each unit. The Primary Function of the Weigher was to weigh, mark, record, and teletype data concerning material being processed at the assigned unit. To accomplish that work the Weighers used an IBM 1030 terminal system. That was a card-reader arrangement in which Weighers would move slides on the computer terminal to the appropriate space on the card identification for that information, read the scale and, by moving slides on the terminal, enter the coil weight into the computer.

That 1030 Mechanical Production Recording System had a number of 1031 terminals at the above production units. These had been installed in No. 3 Cold Strip in the late 1960s, and they were maintained by IBM. Since the equipment was old, because spare parts were not available, and in view of the great cost of maintaining the equipment, IBM notified the Company that it no longer was willing to provide the maintenance service. The Company says also that the 1030-1031 Mechanical Recording System was a cumbersome and error-prone process. The terminals often were down, and Weighers then had to resort to back-up paper reports to carry out their duties. As a result of all that, Management decided to replace the entire 1030 system.

In March of 1988 a new recording system was installed which electronically links the scale with the computer system (data logic bar code) and, therefore, allows much information to be entered into the system simply by waving a wand over the bar code ID associated with each coil and putting the data into the system by pushing a button at the scale.

The Company says the new computer arrangement eliminated many of the Weigher's tasks, with consequent reduction of its workload, and made the duties that remained much easier to perform in much less time. The Company therefore decided to cease assigning a Weigher at these four locations. It then reassigned the Weigher's residual duties primarily to Wrapper Leaders and Inspectors and in a few instances to other operating jobs at the units, all of which jobs are outside the Weigher Seniority Sequence. Whatever Weigher work truly was transferred to Wrappers did not go to all Wrappers at the other locations. There are at least two Wrappers at each location, and the recipient of the tasks that were transferred was the Wrapper Leader, only.

These two grievances followed, claiming that the primary duties of the Weigher were not eliminated but were transferred to jobs in other seniority sequences. The main complaint was that the assignment of former Weigher duties to jobs in other seniority sequences violated the seniority-sequence rights of Weighers and all affected employees in the labor pool under Sections 3 and 4 of Article 13. A Union witness said that Weighers had weighed, marked, inspected, and tracked coils, made out day tickets, and activated the coil conveyor. He said all those duties remained but were assigned to other jobs in other seniority sequences.

The Union argued also that there had been an established crew size at each of these four units, which was violated by Management's discontinuing assignment of a Weigher there.

The Company answered that there was no Article 2, Section 2-c crew-size local working condition because these Weighers did not work as part of a team with the operating jobs that ran the units.

Even if the Weighers had been part of a crew, protected by the local working conditions provision of Article 2, Section 2-c, the Company contends that installation of the new computer system was a sufficient change of basis, which thus justified change or elimination of that local working condition under Article 2, Section 2-d. It is said that the new equipment appreciably reduced the Weigher workload and thus warranted the Company's reassignment of residual Weigher duties to other jobs. It cites Inland Arbitration Awards and those from other collective bargaining relationships for that proposition, as well as its Article 3 Management rights.

On the claimed violation of Weigher sequential seniority rights, the Company asserts that some of the regular duties of the operating jobs to which residual Weigher tasks were assigned were similar and always had overlapped those residual Weigher functions. That was said to be true of named duties of the 27 Temper Mill Roller, Coiler, and Feeder; of the 28 Temper Mill Roller, Assistant Roller, and Feeder; and of the Shearman Slitter and Piler-Inspector on the 63" Shear Line. The Company noted, moreover, that the Wrappers and Inspectors assigned on all four units always have performed similar duties, such as attaching shipping tags to lifts or coils, making out inspection reports, tickets, and reject reports, and indicating coil destinations.

There was an early claim of violation of Article 4, Section 4, in alleged discrimination against the female employees who made up the bulk of those in the Weigher Sequence. This was said to have been proved by Management's reassigning primary Weigher duties to jobs paid at a higher rate than was the Weigher.

The Company denied the charge of discrimination based on gender.

The Union denied the substantial areas of overlapping duties claimed by the Company. It says the 27 Temper Mill Roller had no duties in common with those of the Weigher, as is allegedly true also of the 27 Temper Mill Coiler. It is noted that the 27 Temper Mill Feeder is on the entry side of the unit, while the Weigher was on the exit side. The Union says the 28 Temper Mill Roller does not make production reports. The Piler-Inspector does make out a report that contains some of the same information that the Weigher's report had in it.

The Company made a fairly detailed tabular comparison of the fate of former Weigher duties, that is, whether they were truly eliminated, so as not to be performed thereafter by any job; or eliminated from the Weigher, in the sense that the duty had been done in the past by both Weigher and by some other job so that, with elimination of the Weigher, its redundant performance ceased, but the duty continued to be performed as always by the other job; or whether the duty continued to exist and was transferred to another job. That schematic listing showed by a very rough count that about two-fifths of the old Weigher duties at all four locations genuinely were eliminated; in approximately one-fifth of the situations the old Weigher's redundant performance of the same duty was eliminated, with the other job continuing to perform it as before; and the remaining two-fifths of Weigher duties now are performed by other jobs, either by actual transfer of tasks or as a result of the other jobs' continuing to do what they always had done, which in many cases was identical or at least similar to the discontinued Weigher work. The other jobs were primarily the Wrapper and Inspector, and to an extent the Coiler, Operator, and Operator Helper. Those jobs are not in the Weigher Seniority Sequence.

This count of duties is not mathematically precise because many have constituent sub-duties, the count of which makes the final total imprecise, depending upon whether the enumeration is more general or meticulous.

The Union's equally detailed table listed all Weigher tasks that were reassigned to Inspector and Wrapper jobs in other seniority sequences. They were largely recording duties, along with some marking chores, with a few items of transmission work.

The Union insists that the Primary Function of the Weigher still exists but has been transferred to other jobs in different seniority sequences.

The Company replies that installation of the new computer system truly eliminated many Weigher duties which, when coupled with elimination of unnecessary duplication of some duties, previously done both by Weighers and several other jobs, most notably Inspectors, had the effect of reducing Weigher workload to a point where the "heart and soul" of the job was eliminated. The reason for having a Weigher on each of those four production units was to perform the old workload. With substantial reduction in the Weigher workload, the basis for having a Weigher there disappeared, according to the Company, and thus the job no longer need be assigned.

Management insists that the old Weigher duties that remain are minimal in amount and residual in nature and, therefore, that no violation of Weighers' seniority rights arose from assignment of those relatively few tasks to jobs in other seniority sequences. It is said that the Weigher duties reassigned to jobs in other sequences had a minimal impact on the workload of those other jobs. There is no claim that they became overburdened.

Management points out also that, although there are two other jobs in the Weigher Sequence, Weigher Pickle Line and Stocker Coil Storage, retaining the remaining Weigher duties within the Weigher Sequence was not a practical option because the two other jobs work in areas that are geographically so far removed from these four production units (from 200 yards to one-quarter and one-half mile) that they would be unable to perform any of these residual duties. Finally, on this seniority point, the Company notes that many of the reassigned duties are very similar to other tasks routinely done in the past by the other jobs. The Company says that was true of about one-half of the Weigher duties reassigned to the other jobs. The Union counts eleven tasks of Weighers at the two Temper Mills as having been transferred to the Wrapper and Inspector jobs, in different seniority sequences, with ten so transferred at the 63" Shear Line, and eight at the 80" Coil Weld Line. The Union argues that that shows that the primary function of the Weigher at those units has been redistributed to jobs in other seniority sequences, and it insists that the Agreement and past arbitration decisions show that the primary function of a job may not be moved from one seniority unit to another, citing early United States Steel awards and a relatively recent Inland decision, Award No. 758 (1986).

FINDINGS

At this arbitration hearing the Union announced it would not prosecute the claim of gender discrimination, since it had no evidence to support it.

The Union agreed also that, in these circumstances and dealing with non-craft jobs, it had no Article 9 objections to Management's right to shift duties from job to job or to eliminate jobs.

Even assuming that a crew-size local working condition had arisen from these assignments over the years, without so deciding, it nevertheless is clear that the new recording system and elimination of duplication of duties amounted to a II-2-d change of basis, sufficient to warrant Management's elimination of any such local working condition.

Thus, the only problem remaining is the claim that transfer of some residual duties of the discontinued Weigher to jobs in other seniority sequences violated Article 13, Sections 3 and 4.

The Union argument places great weight on duties that were transferred and which were stated in the "Primary Function" of the Weigher job.

But these problems cannot be resolved so rigidly by labels, alone. Analysis must concentrate on whether or not, in light of all relevant circumstances of cause and effect and on a case-by-case basis, significant harm would be done to a seniority sequence by the disputed transfer of duties. The Company likely would agree that, consistent with paragraph 13.11, a seniority unit could not be eviscerated by transferring all duties of all its jobs to another seniority sequence. The Union probably would agree that no violation of paragraph 13.11 would arise from movement of a minor duty from a job in a seniority sequence to a job in another. Those two situations are the easy ones that do not get to arbitration because the parties settle them.

Even if attention be focused for a time on the Union's "Primary Function" argument by label, the position is not noticeably advanced. The words in the Primary Function of this Weigher description state four verbs:

The job is to weigh, mark, record, and teletype data. The teletype work is obsolete. The Weigher did that up to 1969 by manual operation of a teletypewriter to transmit production data from these units to a mainframe computer for Production Control use. The original, manual-keypunch arrangement was replaced by the 1969 installation of the IBM 1030-1031 card-reader computer system. That was the system replaced in March of 1988 by the more efficient, more accurate, quicker, easier electronic wand and bar-code system. Thus, "teletype" duties had disappeared long before this problem arose. The function that remains is the "transmission" of data, which was made easier, much less time consuming, and more accurate by introduction of the new computer, wand and bar-code arrangement. Accordingly, although it still is necessary to transmit information, the new equipment has eliminated many of the duties formerly associated with that function and has substantially reduced the time expended on them. Consequently, substantial Weigher work was eliminated.

The Union agrees that things thus were made easier, but it insists that, although the method changed from an older and more cumbersome to a more efficient and easier one, the function still must be carried out, so that that element of the Primary Function remains and has been transferred from the Weigher to Wrappers and Inspectors.

The Company would agree that some of the transmission function still is done, and now by the Inspectors. But it would temper the "transfer" argument by noting that, in addition to the appreciable reduction of Weigher duties resulting from the new equipment, the great bulk of data now transmitted by the Inspectors on the new equipment is the same kind or essentially the same kind of information as the Inspector always used to write out by hand on his Inspection Report. The Company thus argues that here, too, as to this one element of the Primary Function, there has been less of a transfer of work than an instance of the Inspector's continuing to do in an easier, less time-consuming way, what it always had done before. The Company says its studies show that, if the Weigher job were to be restored at these units, it would have only from fifty to ninety minutes of work each turn, because so much Weigher work has been eliminated, either eliminated outright or reduced as unnecessary duplication. It urges that it would be absurd to require reinstatement of a job for so little production work time out of a 480-minute turn. This situation thus lies between the two cases assumed above but is, as to the volume and nature of duties transferred, closer to the lower end of the scale than it is to the evisceration extreme. The actual scope of the transferred duties must be isolated, first. That is, not all tasks that the Wrapper Leader and Inspector jobs received, and the few duties sent to other, operating jobs, can be treated as transferred. First, there was a significant volume of tasks that were done in the past by both the Weigher and the Wrapper or Inspector. Now that the Weigher no longer is scheduled at these four units, it does none of those duties, but that does not mean that the Wrappers and Inspectors continuing to do what they always have done constitutes a transfer of work to them from the Weigher. The two latter jobs always did perform those functions, and their continuing to do so, while the eliminated Weigher no longer does them, was not the result of a transfer that can be objected to here. Much of it came from elimination of the duplication of duties that used to exist between the Weigher and Wrappers and Inspectors. Thus, all the reduced duplication time eliminated by these events must be subtracted from any assessment of the volume of work that may be said to have been removed from the Weigher and added to the Wrapper Leader and Inspector. As noted above in Background, a very rough count but one that is sufficiently accurate for these necessarily less than precise purposes, given the circumstances, shows that a sizable minority of the old Weigher duties were eliminated, literally, that is, no longer are performed by any job. Some of that came from elimination of the physical elements formerly required in weighing coils, with equally satisfactory or better results from the wand and bar-code computer arrangement. Some manually performed tasks were eliminated from the transmission segment of the old Weigher. Some calculations of tonnage were eliminated. Additional reduction of Weigher work came from the decision that, with both the Weigher and other jobs performing some duties that were essentially the same, the Weigher no longer would do them and the other job would. That eliminated another batch of Weigher work as redundant. Examples are all the information formerly recorded by the Weigher on the back-up form. It had been recorded by the Weigher either unnecessarily or had been kept also by the Inspector's hand-written report. Thus, redundant performance was eliminated by the Weigher's ceasing to record that information. Checking coil tickets against the order book or lineup had been done by the Weigher and by the Inspectors. The Inspectors continue doing that, and the Weigher ceased doing so. Putting those two reductions of Weigher duties together shows a reduction of more than one-half of the old Weigher work. The transmission responsibility of the old Weigher work was the one that saw most Weigher duties still being performed, but by way of transfer of the tasks to other jobs. But much of this work now is done by Inspector and Weigher jobs by way of the substantially changed, easier, and quicker wand and bar-code arrangement. Accordingly, on balance, it must be concluded that elimination of Weigher duties, either by outright elimination or elimination of redundant performances, warranted Management's consideration of the problem of what to do with the Weigher duties that remained. It warranted also the decision to send those duties, representing less than one-half of what the Weigher used to do, to other jobs at these operations which often were functionally related to the work those other jobs always had done. Those duties, moreover, take much less time with the new equipment than they did with the old system. Those jobs are in other seniority sequences but, aside from continuing to keep the Weigher assigned to be actively engaged for less than one-quarter of its time or to assign its remaining duties to the two other jobs in the Weigher Seniority Sequence, there was no sensible alternative. The second of those alternatives was literally impossible, since the two other jobs in the Seniority Sequence were so far away from the operations serviced by these Weigher assignments. The first alternative was not impossible, but it was so

impracticable as to be equally unreasonable. Thus, no violation of Sections 3 or 4 of Article 13 is present here.

It is true that some elements remain from each of the four activities stated in the Weigher's Primary Function. But, significant as that may be, it cannot be determinative here. It was stressed, perhaps overstressed, in Inland Award No. 758 (1986), but this is not that case. Here, less work time actually was transferred, and much of what was, was largely identical or similar to the kind of duties always done by the transferee jobs in the past. This question is very close but, on balance, it falls nearer to the fact setting in Inland Award 799 (1988) than it does to the facts in No. 758 (1986). In the latter case, purely physical hooking work was transferred from a Hooker job to a Train Operator and a Truck Driver who never had done any hooking before. Here the transferred recording and transmission was changed substantially, and it now takes much less time than when done in the past by the Weigher.

Consequently, the grievances will be denied.

AWARD

The grievances are denied.

/s/ Clare B. McDermott

Clare B. McDermott

Arbitrator