

Award No. 814

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SENIORITY

AWARD NO. 814

**SUMMARY:** No violation of the Seniority provisions of Contract would arise from placement of a new Caster Technician job in the Casting Sequence, rather than the Steelmaking Sequence. (1) No improper crossing of seniority-sequence lines would occur, even though some Caster Technician duties are similar to a job in the Steelmaking Sequence. Many Caster Technician duties are identical or very similar to work done routinely by an existing job in the Casting Sequence. (2) Applying the factors set out in the Seniority section of the Contract, the Arbitrator finds that placement of the job in the Casting Sequence would not violate the Contract. Some factors do not suggest a preference for either position. Placement of the job in either sequence would provide more or less equal promotional opportunity (Factor 1). The factor of supervisory groupings (Factor 6), geographic location (Factor 7), and opportunity to prepare for the next higher job (Factor 8) all favor placing the job in the Casting Sequence. Most important, the factor of logical work relationships (Factor 5) favors placing the job in the Casting Sequence.

COMPANY: INLAND STEEL CO.

PLANT: INDIANA HARBOR

DISTRICT: 31

ARBITRATOR: CLARE B. McDERMOTT

DATE OF DECISION: DECEMBER 1, 1989

BACKGROUND

This anticipatory proceeding is here by way of the following stipulation of the parties:

"As a result of the upgrade of the No. 1 Slab Caster, the Metallurgical Analyst occupation will be eliminated at that facility and a new occupation entitled Caster Technician will be created.

The creation of this new occupation entitled Caster Technician requires the application of the provisions contained in Article 13, Section 3 in order to determine in which seniority unit this new occupation should be placed.

The parties have discussed this issue under the terms of the letter agreement on Notification of a Job Elimination contained in the 1989 Collective Bargaining Agreement (see attachment) and have failed to agree on the proper seniority sequence in which this new occupation should be placed.

The Company contends that the Caster Technician job properly belongs in the Casting Sequence of the No. 4 BOF and No. 1 Slab Caster Department.

The Union contends that the Caster Technician job properly belongs in the Steelmaking Sequence of the Metallurgical Department.

Therefore, in accordance with the letter agreement on Notification of a Job Elimination, the parties agree to submit this dispute to arbitration for final resolution."

The Letter Agreement referred to in the Stipulation reads as follows:

"NOTIFICATION OF JOB ELIMINATION

The Company and the Union recognize that when the Company discontinues an occupation or a seniority unit, that action impacts both employees and operations.

In order to minimize any potentially disruptive effect, the appropriate Company and Union officials will meet before the Company discontinues the occupation or seniority unit to discuss the Company's rationale supporting the action, and what steps, if any, will be taken to minimize such disruptive impact.

If the parties are unable to reach agreement, the matter or matters in dispute may be appealed to arbitration under such conditions, procedures, guides and stipulations as may be agreed upon by the Company and Union Step 4 Representatives."

This Opinion is issued in explanation of the Award sent to the parties on October 25, 1989.

In 1985 the Company began a project to upgrade the two-strand No. 1 Slab Caster at 4 BOF, which would include a rebuild and considerable changes in equipment, of which a major goal was the computerization of the operation, thus requiring a job in the pulpit which would monitor and control the entire casting process. The work has gone on and was expected to be completed November 12, 1989.

Before the rebuild, the operation had, perhaps among other departments, two that are relevant here: the No. 4 Basic Oxygen Furnace & Slab Caster Department and the Metallurgical Control Department. The former Department has three seniority sequences, and the Casting Sequence is one of the two competitors here, while the latter Department had two seniority sequences and the Steelmaking Sequence is the other competitor. The Casting Sequence had six jobs, all of which were directly involved in caster operations. The Steelmaking Sequence in Metallurgical had one job, Metallurgical Analyst, with five progression rates, each separated by two job classes, leading up to the top rate of Job Class 14. It had responsibility for inspecting and reporting all metallurgical phases of steelmaking and continuous-caster operations and was to serve as liaison between those operations and the Production Control and Quality Control Departments. It had also a sizable mixture of duties in operation of the Caster.

In order to handle the largely computerized operation of No. 1 Slab Caster upon completion of these changes, Management has proposed a new job of Caster Technician in Job Class 21 and intends to place it as the second job in the Casting Sequence, under the top job of Continuous Slab Caster.

The Metallurgical Analyst job is scheduled at three locations, that is, at No. 1 Slab Caster, at the Pit at 4 BOF about 800 to 1000 yards from this Slab Caster, and at the Billet Caster, approximately five miles from this Slab Caster. Metallurgical Analyst duties are not identical at each of those work stations, but their general functions are at least similar.

Installation of the new Caster Technician at No. 1 Slab Caster will cause elimination of the Metallurgical Analyst assigned there.

As the Stipulation states, the Union would place the new Caster Technician as the top job in the Steelmaking Sequence, above the Job Class 14 Metallurgical Analyst.

This, then, is a classic example of disputes that arise in placement of new jobs in existing seniority sequences. The parties argue the factors that are relevant for decision of such questions in Article 13, Sections 1 and 3.

The Company stresses the computer-based operational responsibilities of the new Caster Technician and, while the Union does not deny the significance of those duties, it argues that they are equally relevant to its goal of placement of the job in the Steelmaking Sequence, urging that the Metallurgical Analyst job there also had significant elements of operational responsibilities, in addition to, or as a part of, its metallurgical functions. The Metallurgical Analyst worked in the Caster pulpit, as will the new Caster Technician.

Company Exhibits 4 and 5 trace the fate of Metallurgical Analyst duties at No. 1 Slab Caster. They show that almost all of them will be handled by or through the computer, in the hands of the new Caster Technician, so that while the Metallurgical Analyst spent about 81 percent of its work time at this station on duties of the casting cycle before these changes, it would be left to spend less than 3.5 percent of its working time on those duties after these changes.

The Company urges that the Metallurgical Analyst duties at this station were typical of metallurgical functions, that is, that they were to observe, monitor, and record metallurgical information, some of which necessarily dealt with, or was related to, operating functions, as well.

Duties formerly done by the Metallurgical Analyst that will survive the changes include those dealing with the ladle cover, the reason for stopping casting, recording the turn number, answering calls on the public address system, and resetting the alarm, as well as investigating the cause for its having gone off, all of which will be done by the Caster Technician.

The Company notes that, with the Metallurgical Analyst job in the Steelmaking Sequence in Metallurgical, it is supervised by the No. 1 Slab Caster Section Manager for operational purposes, but the Company stresses that the latter does not set the work schedule or vacation schedule for that job.

Management sees the new Caster Technician as tied essentially to operation of the caster. It will monitor, coordinate, and control the entire caster operation and direct all jobs and tasks involved in that from opening the ladle to cutting torches, and will be responsible for analyzing and solving whatever caster problems might arise. It stresses that the Metallurgical Analyst did very little direction of the operation.

The Company says it will train six employees for this new job, two of them for backup purposes, four of whom will be assigned to it regularly. It notes that four employees will be displaced by elimination of the Metallurgical Analyst at this work station, and it suggests that two of the employees to be trained for the

new Caster Technician job be from those displaced from the Metallurgical Analyst and that the other two be taken from employees on caster-operating jobs.

The new Caster Technician will be responsible for seeing to operation of the manual controls, for example, in changing width during casting. This is said to go to the extent that the job will act jointly with the Casting Supervisor on such matters, if the latter be present and, if not, the Caster Technician will deal with that on his own. The Company stress is that the new Caster Technician will have ultimate bargaining unit control of all casting functions, as opposed to the general tendency of the Metallurgical Analyst to be more of a monitoring, observing, and recording responsibility. For example, although the Metallurgical Analyst, too, is aware of the need for mold-water-flow and pressure data, only the Caster Technician will actually change those elements. The Metallurgical Analyst's responsibility allegedly is to be aware of when such duties should be done, with a reminder to other jobs that they should be done then, while the Caster Technician will have all that responsibility, plus the duty to carry out the change. The Caster Technician will have authority and be responsible for stopping casting if sufficiently severe problems should develop. The Metallurgical Analyst cannot do that.

The Metallurgical Analyst was expected to detect that something was wrong and then to report the problem to another, while the Caster Technician is supposed to see the problem, analyze it, decide what corrective action should be taken, and then to take it.

For example, when a breakout occurs, the Metallurgical Analyst is responsible to record the fact, the length cast, and the time the strand went down. In addition, however, the Caster Technician will have to analyze the reason for the breakout and determine whether it was caused by the heat, so that the other strand, too, should be shut down, or whether it was just a machine problem affecting only that strand. The Metallurgical Analyst does not do that.

The employees to be assigned to the Caster Technician, if it should go in the Casting Sequence, will have a minimum of four weeks of training, three in the classroom and one of on-the-job training. Metallurgical Analyst employees had to go through a two-year progression period to achieve the highest level on that job, but there was no such formal training.

The Caster Technician will be held responsible for timing operations for shroud and width changes so as to cut the proper slab length for the coil. The Metallurgical Analyst does not do that.

Much was made of the necessity, in nearly all these duties, to follow or stay within "standard practice," binding on both the Caster Technician and Metallurgical Analyst. But the Company notes that, should there be a problem which does not respond to the "standard practice" suggestion for correcting it, the Caster Technician will have to investigate all options and figure out why the problem arose and initiate action to correct it even if that should require going outside "standard practice." The Metallurgical Analyst never has done that.

Union witness Evett had been a Metallurgical Analyst at No. 1 Slab Caster. He said the job required a knowledge of the basic metallurgy of steelmaking additions and reactions, including those of rimmed steel, hot tops, killed steel, and bottle tops. He agreed the Metallurgical Analyst had nothing to do with hydraulic pressures. The job would notify the Casting Foreman if what he observed was out of order, but it did not say what corrective action was needed.

Evett said that when an alarm would sound, he would take corrective action in some situations if the Casting Foreman were not there at the time. He said only the Casting Foreman and the Continuous Slab Caster have authority to shut down the casting operation. The Caster Technician will have that authority hereafter.

The Metallurgical Analyst at the Billet Caster work station described his duties in great detail. The job there has many duties that are directly related to casting operations, but it never decides when to go outside of standard-practice requirements and does not have authority to terminate a cast. The Casting Supervisor there decides what should be done about a problem.

The Union notes that as of mid-June of 1989 and at hearing time there were ten employees displaced from the Metallurgical Analyst job in the Steelmaking Sequence. That was caused by shutdown of the caster. If this new job were placed in the Casting Sequence, those 10 employees would not be recalled to the different Steelmaking Sequence.

The Section Manager at the Slab Caster agreed that the Metallurgical Analyst at the Billet Caster station performs several operation duties, but he said they necessarily are within "standard practice," while the Caster Technician at the Slab Caster will be handling a lot of responsibility within "standard practice," as well as being required in many instances to go beyond "standard practice." In the current operations such authority resides only in the Casting Supervisor. The Company thus argues that the new Caster Technician

is a combination of supervisory and bargaining unit (Metallurgical Analyst and Continuous Slab Caster) duties, which will direct all casting operations through its Level 2 computer authority.

The Union says there are two paths that lead to its result, that is, placement of this new job in the Steelmaking Sequence of the Steelmaking-Casting Processes Division.

The first suggested path to that end is the argument that this new job really is a combination of all or most Metallurgical Analyst monitoring and recording duties, plus a number of decisional functions of supervisory positions and that to place that combination of duties in the Casting Sequence would constitute a transfer of Metallurgical Analyst duties across seniority sequence lines, in violation of Article 13, Section 3. The Union contends that would be an accurate conclusion even if this be a new job, as the Union agrees it is, because the Company under its Article 5, Section 1 authority, could withdraw the supervisory (nonbargaining unit) duties from this new job at any time, leaving a Casting Sequence job performing many duties transferred across from the Metallurgical Analyst job in the Steelmaking Sequence.

The Union says the second path to its goal lies in following proper analysis of the standards for placement of jobs in seniority sequences, as stated in Article 13, Sections 1 and 3.

#### FINDINGS

Several basic points are not in dispute. It is agreed that this Caster Technician is a new job and that establishment of the new Caster Technician will cause elimination of the Metallurgical Analyst, previously assigned at the Slab Caster work station.

The Union argues that placing the duties of this new job in the Casting Sequence would violate Article 13, Section 3 because it would transfer Metallurgical Analyst duties across seniority-sequence lines from the Steelmaking Sequence.

But that cannot be embraced, no matter whether the Caster Technician has, does not have, or later might lose, some measure of nonbargaining unit (supervisory) duties. Granted that some or many specific details of the Caster Technician duties are at least similar to some duties done by one or more Metallurgical Analyst work stations, more especially those done by the Metallurgical Analyst at the Billet Caster, it is at least equally true that many Caster Technician duties are identical or at least very similar to work done routinely by the Continuous Slab Caster job in the Casting Sequence. Accordingly, no improper crossing of seniority-sequence lines will occur from establishing another job in the Casting Sequence with duties much like those already performed there, and that conclusion would not be undercut by the fact that some Caster Technician duties are similar to another job, as well, in the Steelmaking Sequence. Perhaps this new Caster Technician could have been put in either the Casting or Steelmaking Sequences, without improper transfer of duties across seniority-sequence lines.

It thus becomes necessary to analyze whether placement of the new job would fit better into the Casting or Steelmaking Sequences under the factors of Article 13, Sections 1 and 3.<FN 1>

As to the first factor, promotional opportunity, the Company is sure that favors its desire to place the job in the Casting Sequence, since there then would be another higher paying job (Continuous Slab Caster) in that Sequence to which the Caster Technician could move. In contrast, the Company notes that the Metallurgical Analyst is the only job in the Steelmaking Sequence and, if this new job were placed there as the top job, which it would be, there would be no opportunity for its incumbents to move to any other job and, therefore, no promotional opportunity. Moreover, with this job in the Casting Sequence, the employees on the jobs below it, who work at that site, will be better able to learn its duties and thus to move up to it within a turn as need would arise, whereas, if it were in the Steelmaking Sequence, the two Metallurgical Analysts who are not at the Slab Caster would not be able to learn the job unless scheduled there on a training basis and thus could not fill in on it within a turn.

The Union says placement of this job in either sequence would provide some promotional opportunity, but it stresses that there now are employees displaced from the Metallurgical Analyst job in Steelmaking, and it says that placement of the job there as the top job above Metallurgical Analyst would give promotional opportunities to Metallurgical Analysts now at work as such and to those now displaced from that job.

It must be concluded on balance that placement of the job in either sequence would provide some measure of promotional opportunity. If it were put in the Casting Sequence, promotional opportunity would be afforded to those now on jobs below it and to the new Caster Technician, also, who could move up to the Continuous Slab Caster. If it were put in the Steelmaking Sequence, promotional opportunity would be provided, not to the Caster Technician, since it would be the top job in the Sequence, but to the Metallurgical Analysts now on that job and to those displaced from it. Thus, it would not be easy to decide that placement in either sequence would provide promotional opportunities superior to those that might be

enjoyed if it were placed in the other. Without saying that this factor is a tie, it does not push the placement decision clearly in either direction.

On the second factor, job security upon decrease of forces, reasoning in a kind of reverse direction appears to favor the Company position. That is, there are more rungs (five lower jobs) in the Casting Sequence, which would provide a five-job safety net for a Caster Technician moving down in a force reduction, as compared to only one rung (Metallurgical Analyst) in the Steelmaking Sequence.

The fact that the Casting Sequence currently is fully utilized and the Steelmaking Sequence has displacements favors the latter sequence to some slight extent at present but not with such force as to support the Union request.

The evidence does not show that the factor of preference upon reinstatement after layoff supports one sequence rather than the other.

The parties agree that the fourth factor, the provision of definite lines for promotion and demotion, is neutral here, since placement in either sequence would satisfy it.

This brings up one of the most critical factors of all, logical work relationships, which must be provided "insofar as practicable."

The Company stresses that the Metallurgical Analyst, especially the one at this Slab Caster work station, is essentially limited to observing, recognizing, and recording changes in metallurgical and operating conditions, rather than being responsible for the entire casting operation and for analyzing problems, arriving at solutions for them, and actually carrying out the solution, even if it should require going outside "standard practice." It says there is a major difference between monitoring and recording only, as against observing and recording in order to regulate the whole casting process and being responsible for solving problems, even if that were to require terminating the cast.

The Company sees the testimony of a Union witness as supporting that analysis when he described the Metallurgical Analyst role at the Slab Caster as observing, monitoring, and recording, with no responsibility for independent analysis or taking of corrective action.

The Union emphasizes the duties performed by the Metallurgical Analyst at the Billet Caster work station, and it is true that work comes closer to that of the new Caster Technician than does the work of the Metallurgical Analyst at this Slab Caster station. Even the Billet Caster Metallurgical Analyst duties, however, have much less of a control responsibility for casting operations than do those of this Caster Technician at the Slab Caster.

There is a clearer logical relationship between the Level 2 casting-operating duties of the Caster Technician and the Level 1 duties of the Continuous Slab Caster, and then of the Strand Caster, than there is between the Caster Technician and the primarily metallurgical duties, with some limited measure of operating responsibility, of the Metallurgical Analyst, especially the one at this Slab Caster. Thus, this factor favors placement of the job in the Casting Sequence.

The sixth factor, that of supervisory groupings, is to be provided "insofar as practicable." If placed in the Casting Sequence, the Section Manager and his turn foreman would have complete supervisory authority for these Caster Technicians. If in the Steelmaking Sequence, they would have the same authority for the job's operating duties, but would have no say over which employees would be scheduled to work this or that turn or over vacation schedules. The Company argues that would stand in the way of its stress on a "crew concept" for casting operations, since supervision would not know or control who would work what turn or together.

The Union scouts that, urging that, if the matter be all that important, Casting Supervision surely can persuade Steelmaking Supervision to schedule as it desires.

The Company says it has tried that but without success. It argues also that it is relevant to application of this factor that filling temporary-vacancy absences of Caster Technicians would be troublesome if the job were in Steelmaking, since the replacements might have to come from one of the two other work stations, under different supervisors who would not be under Casting Supervisory control, especially since Article 13, Section 6 would require temporary promotion of the next senior employee on the turn in the sequence. The Company says it can run for a time without a Metallurgical Analyst but not without a Casting Technician.

If there be any tipping in favor of one or the other sequence relevant to this factor, it would be slightly in the Company's favor.

The seventh factor, geographic locations, is to be heeded "insofar as practicable." It supports the Company. If the job were in the Steelmaking Sequence, temporary-promotion replacements might have to be sought from Metallurgical Analysts at one of the other work stations, 800 to 1000 yards away at the Pit, or five

miles away at the Billet Caster. Getting timely replacements would be very chancy at best under those circumstances, even if driving restrictions for such employees were lifted, so they could drive to the Slab Caster upon request. They still would have to take their chances with traffic along the way, especially with the problem of railroad blockages.

The eighth factor, opportunity to prepare for the job above, appears to favor the Company position. If in the Casting Sequence, the Caster Technician will be in a sequence with a closer relationship to the casting process and to the Strand Caster below it and to the Continuous Slab Caster above it, all three of which are essentially more operating jobs than is the Metallurgical Analyst. If placed in the latter Sequence, employees would have to be trained specially, since their routine Metallurgical Analyst duties would not be as relevant training for the Caster Technician as would be day-to-day work on the Strand Caster, and on the Caster Technician, for the Continuous Slab Caster. Moreover, if the job were in the Steelmaking Sequence, there would be no opportunity, absent special training assignments, for the Metallurgical Analyst at the other two stations to learn the Caster Technician duties.

The last factor, that the job be placed in ascending order of total average earnings, would be satisfied by placement in either sequence and thus is a tie.

Accordingly, on the balance-of-interest fashion in which these factors must be applied, it is clear enough that no violation of Article 13, Sections 1 or 3 would arise from placement of the new Caster Technician in the Casting Sequence.

#### AWARD

The problem is resolved as stated in the last paragraph of the accompanying Opinion.

<FN 1>[Editorial Note--Article 13, Sections 1 and 3, read as follows:

13.2 Section 1. Definition of Seniority. Employees within the bargaining unit shall be given consideration in respect to promotional opportunity for positions not excluded from said unit, job security upon a decrease of forces, and preference upon reinstatement after layoff, in accord with their seniority status relative to one another. "Seniority" as used herein shall include the following factors:

13.3 a. Length of continuous service and, except where a local seniority agreement provides for some greater measure of service length than plant continuous service, plant continuous service shall be used for all purposes in which a measure of continuous service is utilized:

13.4 b. Ability to perform the work; and

13.5 c. Physical fitness.

13.6 It is understood and agreed that where factors "b" and "c" are relatively equal, length of continuous service as hereinafter made applicable shall govern. In the evaluation of "b" and "c" Management shall be the judge, provided that this will not be used for purposes of discrimination against any member of the Union. If objection is raised to the Management's evaluation, and where personnel records have not established a differential in abilities of two (2) employees, a reasonable trial period of not less than thirty (30) days shall be allowed the employee with the longest continuous-service record as hereinafter provided.

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13.10 Section 3. Seniority Sequences. Seniority sequences are intended to provide definite lines for promotion and demotion, insofar as practicable, 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 the realignment of the jobs within the sequence is required, in accordance with the foregoing sentence, plant length of service shall govern promotions or demotions resulting therefrom, provided the employees have the ability and physical fitness to perform the work. Waivers and demotions, if any be involved, shall not be considered for the purpose of assignment to the jobs realigned. Following such realignment, such waivers shall be continued in effect unless withdrawn pursuant to Section 6-g of Article 13. 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.

13.11 The existing promotional sequence diagrams, together with a list of the employees in the sequence and their relative relationship therein, shall be posted upon the bulletin boards in the department involved, and such sequence diagrams shall remain in effect for the life of this Agreement unless changed by mutual agreement in writing between the manager of the department and the grievance committeeman for the area

involved and approved by the Union Step 4 Representative and the Manager of Union Relations or as hereafter provided in this

13.12 Section, provided, however, sequence jobs in multi-job sequences which are included in seniority pools pursuant to Section 17 of this Article shall be considered a single composite job only for purposes of filling vacancies above the entry job level. The Union shall be furnished two (2) copies of such list. The lists of employee relationships shall be kept up-to-date by the departmental management and made available for review upon request (which shall not be unreasonably denied) by the Area Grievance Committeeman. A copy of such lists, which is furnished to the Union in accordance with Section 3 of this Article, shall be provided him once each six (6) months. Where a new department is established, such sequence diagrams and lists shall be established under the principles set forth above. 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. Such diagrams and lists shall take effect at the time of posting, subject to being revised under the grievance procedure of Article 6 hereof, beginning with Step 2, by a complaint filed within thirty (30) days from the date of posting, provided, however, that typographical errors first occurring subsequent to the date of this Agreement will not prejudice the seniority rights of the individual employees in the future.