

Award No. 900
IN THE MATTER OF THE ARBITRATION BETWEEN
INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA
LOCAL UNION 1010

Arbitrator: Terry A. Bethel

September 27, 1995

OPINION AND AWARD

Introduction

This is a base rate case which concerns the proper coding for factor 7, Responsibility for Operations, for the position of continuous slab caster (CSC) <FN 1> in the caster sequence at the No. 1 slab caster at No. 4 BOF. The case was tried at the company's offices in East Chicago, Indiana on July 20 and 21, 1995. Arthur Smith represented the company and Jim Robinson presented the union's case. Both parties filed pre-hearing briefs and submitted the case on final argument.

Appearances

For the company:

A. Smith -- Attorney

B. Smith -- Arb. Coord., Union Rel.

J. Tyburski -- Caster Supervisor

P. Pogozelski -- Senior Industrial Eng.

W. Krill -- Staff Wage Analyst

For the union:

J. Robinson -- Staff Representative

J. Gutierrez -- Base Rate Chair

J. O'Donahue -- Griever

J. Strauch -- Ass't Griever

E. Alexander -- Caster Technician

I. Rodriguez -- CSC

G. Winters -- CSC

Background

This dispute arose following a reevaluation of the occupations in the casting sequence in No. 4 BOF following the 1989 upgrade of the caster. Although all of the occupations were reevaluated, only the CSC was reclassified by reducing the position from job class 26 to job class 24. That reclassification was the result of a change in the coding for factor 7, Responsibility for Operations. Previously, the CSC was coded at the highest level of H, which is described as "has responsibility for maximum production from a major producing unit." As a result of the upgrade, the company recoded factor 7 for the CSC at G, "sets pace and assumes joint responsibility with supervision for production of a large unit." This reclassification reduced the total points for the CSC occupation from 25.5 to 24, thus resulting in a reduction from job class 26 to job class 24. It is that change which forms the basis of this grievance.

The No. 1 slab caster went on line in 1972. In 1974, the parties reached agreement concerning the classification of the occupations in the new casting sequence, including the classification of the CSC at job class 26. At the same time, they agreed that the industry manual -- the CWS Job Description and Classification Manual -- "shall be used in the description and classification of any changes in the . . . jobs which may occur pursuant to the provisions of Section 6 of Article 9 of the Collective Bargaining Agreement." Both that section of the contract and the 1974 mutual agreement provide that the original classifications will not be changed "unless the company changes the job content (requirements of the job as to training, skill, responsibility, effort and working conditions) to the extent required" by the CWS manual. The parties agree that the "extent required" by the manual means that the any changes must be to the extent of one full job class. What they disagree about in this case is whether there has been any change. The working assumption in base rate cases is that the job was correctly classified at the outset and that changes in classification can be made only if there has been a change in the job. The company cannot reclassify a job merely to correct "ancient errors." Thus, the union says, I must assume that the CSC was properly classified and my role is not merely to determine whether the duties currently performed by the CSC give that occupation "responsibility for maximum production from a major producing unit." Rather, in accordance with the CWS manual, I must determine whether there has been a change in job content,

defined as "requirements of the job as to training, skill, responsibility, effort, and working conditions." Absent such change -- and the union urges that there has been none -- the CWS coding for Responsibility for Operations is not to be disturbed.

The company agrees that change is the issue but, unlike the union, it argues that there has been substantial change in the CSC's responsibilities. In particular, the company points to several areas in which it says that the CSC's functions have changed. First, it says that the installation of electronic variable width molds has made it unnecessary for the CSC to lock-in the molds, something the company says he was previously required to do. Second, the company says that the CSC's duties have been diminished by transfer of ladle shrouding responsibilities to the pouring crew. Third, the company says that installation of automatic level controls has reduced the necessity for the CSC to monitor mold levels. Finally, the company urges that the CSC's responsibilities for turnarounds and breakouts have been substantially diminished by technological innovation. Though such events still occur, the implementation of tundish switching has reduced the number of turnarounds and the installation of a breakout prediction system has substantially reduced the number of breakouts.

The union argues that the CSC never had the responsibility for locking-in the molds. This duty, the union witnesses said, was always performed by the casting supervisor. Moreover, the union argues that it is improper to consider the transfer of ladle shrouding duties from the CSC to the pouring crew. Although there was such a transfer, the union points out that initially -- which is to say at the time the job was originally classified -- there was no ladle shrouding. Then, when it was initially introduced, it was not done by the CSC, but was transferred to him only later. Thus, the union says that the obligation to perform the ladle shrouding work could not have been included among the CSC's duties when the job was originally classified. Rather, the work was added later and then taken away. But that merely leaves the CSC where he was at the outset and, therefore, cannot be a "change" as that term is understood in the CWS manual.

The union raises a similar argument with respect to the automatic mold level control. Originally, the union says, there was no such control and the strand operator controlled the mold level through speed. Later, the union says, the CSC had some responsibility for an early mold level control system, which was then transferred to another position. As with the shrouding, however, the union says this merely leaves the CSC where he started. Moreover, the union says that members of the casting crew still have some responsibility for mold level and the CSC is the crew leader.

Finally, while the union acknowledges that the number of turnarounds and breakouts have been reduced, it notes that the CSC still has the same responsibilities when these events occur. Moreover, the union argues that some of the old responsibilities have been replaced by new ones. Thus, tundish switching has reduced the number of turnarounds, which may have had some impact on the CSC. But the CSC now has responsibilities for tundish switching, which means that the level of control hasn't necessarily diminished, it has merely been redirected to other functions.

In addition to these claimed changes in job content, the company asserts that the CSC's responsibility has changed in a more fundamental way. The advent of computer control, the company says, reduced the CSC's responsibility for the operation of the caster by automating functions that had formerly been performed manually and then redirecting them not to the CSC but, rather, to other positions both in and out of the bargaining unit. Following installation of computer controls the company created two new positions, the caster technician (CT) within the bargaining unit and the senior turn supervisor (STS) outside the bargaining unit. These positions, the company asserts, now share with the CSC the responsibility for control. Thus, the company asserts that it was appropriate to reduce the coding for factor 7 from H (has responsibility for maximum production from a major producing unit) to G (sets pace and assumes joint responsibility with supervision for production of a large unit.)

The union questions the significance of the creation of the CT and the STS, as least as it relates to responsibility for control. In the first place, the union notes that the creation of the CT and the STS didn't actually add any personnel. Prior to the CT, the company employed a metallurgist in the caster pulpit, whose duties were assumed by the CT. In addition, though the company added to its supervisory ranks with the creation of the STS, it also did away with the withdrawal supervisor, leaving the number of supervisory employees (counting the casting supervisor) at the same level. More fundamentally, the union asserts that the creation of the CT and the STS had no effect on the duties of the CSC and, thus, produced no change. The union does not question the authority or the responsibility of the STS. But, it says, the STS controls the entire complex, not just the caster. More important, the union says, is the fact that none of the responsibility the STS exercises came from the CSC. Similarly, the union argues that none of the duties performed by the CT came from the CSC. Rather, the CT's duties came from the metallurgist and from the casting

supervisor. Both the CT and the CSC monitor the computer and make adjustments on the information they receive, information that was never available to the CSC, who has always worked on the casting floor and who has always been concerned with issues that arise on the casting floor.

Although the union does not admit that the CSC no longer has the level of responsibility required for an H coding, and though it does not admit that the CSC shares responsibility as contemplated for a G coding, the union says that even if that was true, it would not matter. The union reminds me that the issue for decision is not merely whether the CSC shares responsibility with others. Rather, codings can be changed only if there has been some change in job content. One can only tell that, the union argues, by looking to the job. Here, however, the CSC continues to do the same things he has always done. None of his responsibilities have been removed and transferred elsewhere. Indeed, even the new job description includes only modest -- and the union says inconsequential -- changes from the original one. Since the content of the job is the same, the union says that there has been no change, as that term is understood in the CWS. And, absent change in the content of the job, the company cannot reclassify factor 7.

Discussion

This is a difficult and interesting case raising both factual and policy -- or, at least CWS interpretative -- issues. Interestingly, the parties agree about the issue and, in fact, can express it in one word -- change. Has there been the kind of change that justifies the company's decision to reclassify the CSC by reducing the coding for factor 7 from H to G? In some cases, agreement to a specific issue makes the decision easier. That is not true here for, though they agree that change is the issue, the parties do not agree about what they mean by the word "change." Moreover, while the parties agree that a significant issue in the case is whether the job content as to responsibility has changed, they do not necessarily share a common understanding of the word "responsibility" as it is used in the definition.

The union's syllogism is almost perfect. One starts with the concept that the original codings were correct and that, absent change in the job content, no revisions may be made. A change in the job content requires a review of what the CSC was and is required to do. Whether that comparison is made by reviewing his duties then and now, or through an evaluation of the former and current job descriptions, the union says there is no change. As noted, the union asserts that the changes in the job description are immaterial. As to the duties themselves, the company identified three principal areas in which it asserts that the CSC's job has changed, but the union called CSCs as witnesses who testified that their responsibilities have remained constant. If their duties have remained constant then, by definition, there could have been no change in job content. And, absent change in job content, the company is powerless to reclassify the job.

Though the strength of its case lies elsewhere, the company did raise some question about whether job content has changed in the way the union defines change. There was testimony that the CSC formerly had some responsibility for "valving" in mold level control which disappeared after installation of the automatic mold level control. Moreover, the company asserts that, while there was no shrouding initially and while the company used a "primitive" shrouding system while the hydraulic system was being built, they understood that operation of that hydraulic system would be the responsibility of the CSC. It may be, then, that such understandings accompanied the original coding of the CSC at the H level.

There is a similar argument to be made for locking-in the molds. I was impressed by the testimony of union witnesses who said that they had never performed this function and that it had always been done by supervision. However, casting supervisor John Tyburski testified that his CSC sometimes performed the work and, moreover, that his supervisor training emphasized that it was the CSC's responsibility but that the supervisor should do it anyway. I'm willing to believe that supervisors normally locked-in the molds. But it is worth remembering that the job was coded near the time the caster started up and the question is not solely who the work ultimately fell to but, rather, who the parties thought would have this responsibility when they agreed on an H coding. As described by Tyburski, the lock-in procedure required significant skill but also required several manual steps. I have some difficulty believing that the parties originally understood that a supervisor would do the kind of manual work routinely performed not by supervision but by members of the bargaining unit.

The fact that the CSC received the H coding is also a matter of at least some significance. During his testimony, Bill Krill sometimes made assumptions about the parties' original conception of the CSC's responsibilities with reference to the H coding. Thus, since locking-in the mold was a significant step in the production process, and since the CSC had an H coding, it must have been his responsibility to do that work. There are limitations on the extent to which this argument can be used. During the hearing I once referred to it as "backwards reasoning," a phrase the union caught and repeated several times in final argument. Even so, the argument is not entirely specious.

The original coding, as the union points out, is assumed to be correct. But that means more than merely saying that it cannot be changed simply because it may now appear to be wrong. By saying that the original coding was "correct" I think one must also acknowledge that the original coding correctly described the job at the time it was classified. Thus, the working assumption is that when the CSC received an H coding for factor 7, the CSC had "responsibility for maximum production . . ." It makes sense to believe, then, that duties like locking-in the mold would fall to the CSC or that similarly important subsequent requirements were expected to fall to him as well. The fact that such duties disappeared with technical innovation or were assigned to others in a technologically advanced operation, then, might signify that the CSC's job content -- the expectation that he would continue to play the leading role in operation of the caster -- has "changed."

This latter observation is consistent with the view I take of this case. The decision here should not rest on narrow definitions of the words "change" or "responsibility." Rather, at least with respect to the factor of Responsibility for Operations, I think the question of whether there has been a change in job content must be viewed more broadly.

In its original incarnation, the caster was a technically advanced operation, but not nearly as sophisticated as it is now. I think it was accurately described by Mr. Smith as a "batch" production process. At that time, the life of the cast was the life of the tundish. There was a turnaround with every tundish change, with changes were done manually and, if not performed at the time of a tundish change, also required a turnaround. There was one computer with a quality model that was monitored by the metallurgist. There was no break out prediction system and breakouts -- like turnarounds -- were common. In contrast to today, the process was controlled manually, which made the work done on the casting floor of paramount importance to the control of the operation. It is not hard to understand how the CSC rated an H coding for factor 7. The casting crew made the process work and the CSC was, as the union still calls him, the "top guy." He either participated in every key function or directed those who did.

That is no longer the case. The advent of computer control and the ability to change tundishes "on the fly" has given the company the ability to do automatically certain functions that used to be done manually and it has given the company control over matters -- like breakouts -- that formerly did not exist at all. The company now has greater control and more precise control over the process than it had before. <FN 2> If, as I must assume, the CSC in fact had "maximum control" at the time of the original coding, it is clear that such control no longer exists. The CT, which the union mistakenly equates to the old metallurgist, now has available to him information and responses that give him significant control over the process. Moreover, the STS assumes significant responsibility for control.

If the only question were whether the CSC retains "maximum responsibility" today, there is no question that the union would lose this case. Clearly, the CSC now shares control with the CT and the STS. The union argues, however, that the coding can be changed only if there has been a change in the content of the CSC job and that whatever the CT and the STS may be doing today, they did not capture those functions from the CSC. Rather, the CSC continues to do what he has always done and the CT and STS make decisions that are based on information that was never available to the CSC. Thus, the union says, even if there is joint control, there still has been no change that would justify a recoding of the CSC.

As already noted, the union's argument is premised on its interpretation of the contract and the manual, which require a change in job content, defined by the manual as "requirements of the job as to training, skill, responsibility, effort and working conditions." The requirements of the job, the union says, require an appraisal of what the employees working the classification actually did and those functions have not changed. Or, stated differently, the union says "responsibilities" have not changed.

It may be true that the "responsibilities" of the job have not changed if one equates "responsibilities" with "duties." Although the company argues that the CSC's duties have changed in several respects already detailed, the record is cloudy about what the CSC actually did. In any event, it is surely true that the duties of the CSC today are largely the same as the duties the CSC has always had, though they are not all performed with the same frequency.

But "responsibility" does not necessarily mean "duties." A change in the requirements of the job as to "responsibility" is not necessarily limited to a review of the tasks the CSC performed. Rather, it may also ask whether the CSC must exercise the same level of control as he previously did. Previously, the CSC was, as the union puts it, the "top guy." He directed the crew in a manufacturing process in which computer control was virtually non-existent, control was exercised manually and decisions important to control were made on the casting floor. As Mr. Smith argued, however, the process was automated and the responsibilities for control were redistributed. This does not necessarily mean that particular tasks were

taken away from the CSC and given to someone else. But, as the company argues, I do not think that the factor of responsibility for control can necessarily be broken into discreet tasks.

Prior to the upgrade, the burden of control rested on the CSC. Given the nature of the process, the duties he performed left him in charge of the operation. He still performs most of those duties but they no longer give him principal control of the process. When the factor at issue is "Responsibility for Operations" it makes no sense to look only at the tasks the CSC performs. Rather, one must also examine the extent to which those tasks exercise the requisite control. Factor 7, for example, instructs that one must "consider the obligation imposed on the workman for utilizing capacity or process. . ." and "the degree of control exercised by the workman . . ." These are not easy matters to quantify and they are not necessarily revealed merely by looking at his routine duties.<FN 3>

When the caster operated on what the company characterizes as a "batch process," the work performed by the CSC was responsible for maximum production. That was how the company "utiliz[ed] capacity" on the caster. But while many of those functions remain -- and while no one doubts their importance -- they no longer have the same impact on control of the operation. The installation of the computer changed the impact of the CSC's daily duties. They must still be done, certainly, but they no longer principally control the production process. That function is now shared by the CT and the STS, who use information generated by the computer to make decisions that are central to the process. This was not, as the union characterizes it, merely a creation of new positions with new responsibilities having no effect on the CSC. There has been a change in the CSC's responsibility. He no longer controls the process to the same extent that he did before the upgrade. In short, the content of the CSC job has changed because his level of responsibility has changed. He no longer bears the same degree of responsibility that he previously shouldered.

Because I think there has been a change within the meaning of the contract and the CWS manual, I find that the company had the right to recode factor 7 from H to G. Thus, I must deny the grievance.

AWARD

The grievance is denied.

/s/ Terry A. Bethel

Terry A. Bethel

September 27, 1995

<FN 1> Also sometimes referred to as first caster.

<FN 2> Although the union urges that the job description has not changed appreciably, the company notes that the new job description says that the CSC will "direct and work with casting crew in the set up and operation of a computer controlled twin strand casting machine . . ." The underscored words were added to the new job description and, the company argues, amounted to a significant change. They signaled that control of the operation no longer resided in the CSC.

<FN 3> In fact, one might argue that the CWS manual and the mutual agreement expressly used the twelve basic factors in describing how the content of the job must be changed in order to warrant a recoding. Thus, a change in the job content is defined as a change in the "job requirements as to training, skill, responsibility, effort and working conditions." Each of these five areas describes, in a general way, the twelve factors. Thus, there are two factors that relate to training: (1) pre-employment training and (2) employment training and experience; two that relate to skill: (3) mental skill and (4) mental skill; and four that relate to "responsibility": (5) responsibility for materials, (6) responsibility for tools and equipment, (7) responsibility for operations, and (8) responsibility for safety of others; and so on. When the manual asks if there has been a change in the job content as to a classification's "responsibility," then, it is not necessarily asking whether the duties have changed. Rather, it may be asking whether the levels of responsibility described in the factors have changed. Because neither party made this argument expressly, I will not resolve the case by attributing a specific intent to the drafters of the CWS manual or the mutual agreement. I simply find that the term "change in job content . . . as to responsibility" should be interpreted broadly to mean more than whether the specific tasks of the CSC have changed.